

Shenae Draughn
President

AGENDA

REGULAR MEETING OF THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY OF THE CITY OF NEW HAVEN
360 ORANGE STREET NEW HAVEN CT 06511
TUESDAY, JUNE 17TH 2025 at 4:00 P.M.

[Join the meeting now](#)

Meeting ID: 285 052 228 048

Passcode: Rs6K53hD

1. Roll Call
2. Approval of the Minutes From May 20th, 2025
3. Bills and Communications
4. Public Comments (3 Minutes per Individual /15 Minutes per Group)
5. President's Report

ACTION ITEMS

FINANCE COMMITTEE:

1. **Resolution 06-39/25-R;** Approving and Accepting the FYE 2024 Audited Consolidated Financial Statements for the Housing Authority of the City of New Haven, D/B/A Elm City Communities

P&D COMMITTEE:

2. **Resolution 06-40/25-R;** Resolution Authorizing ECC/HANH'S Acceptance of Capital Fund Program (CFP) 2025 Funds in the Amount of \$2,231,023 and Ratification of the President-Executive Director's Actions to Execute and Submit Required Documents to HUD
3. **Resolution 06-41/25-R;** Resolution Authorizing The Use Of Moving To Work Funds In The Amount Of Approximately \$775,000 For The Submission Of An Application To The State Of Connecticut Department Of Housing And The Connecticut Housing Finance Authority For A Four Percent (4%) Low Income Housing Tax Credit (LIHTC) Application And The U.S. Public Housing & Urban Development Mixed Finance Development Proposal For The St. Luke's Whalley Avenue Redevelopment Project
4. **Resolution 06-42/25-R;** Resolution Authorizing A Construction Loan In The Amount Of \$2,157,467 To Glendower McConaughy Terrace 4% LLC To Pay The Increased Costs Related To (A) Additional Electrical Work, (B) Escalated Wages Resulting From State Prevailing Wages, And (C) The Cost Of Negative Adjusters

5. **Resolution 06-43/25-R;** Resolution Authorizing A Construction Loan In The Amount Of \$3,149,560 To Glendower McConaughy Terrace 9% LLC To Pay The Increased Costs Related To (A) Additional Electrical Work, (B) Escalated Wages Resulting From State Prevailing Wages, And (C) The Cost Of Negative Adjusters
6. **Resolution 06-44/25-R;** Resolution Authorizing A Pass Through Agreement with the City of New Haven to Pass Through \$150,000 of Union Square CNI Planning Grant Funding to the City of New Haven for Early Start Activities at Trowbridge Square

SERVICES COMMITTEE:

7. **Resolution 06-45/25-R;** Resolution Authorizing the Approval of MTW Annual Plan for FY 2026
8. **Resolution 06-46/25-R;** Resolution Authorizing the Memorandum of Agreement Between New Haven Reads and Elm City Communities/Housing Authority of the City of New Haven for Provision of Services and Use of Community Room Space
9. **Resolution 06-47/25-R;** Resolution Authorizing Change Order Number Two (2) To the Contract with Home Services & More, LLC For Plumbing Services at McConaughy Terrace, Valley Townhouses, Scattered Site Properties, 295 Wilmot Road, 90 Park Street, 49 Union Ave and Westville Manor for additional amount of \$50,000.00 bringing the total not to exceed contract amount from \$444,941.50 To \$494,941.50
10. **Resolution 06-48/25-R;** Resolution Authorizing Change Order Number Five (5) to the contract with Northeast Generator Company increasing the total not to exceed contract amount by \$49,000.00, and bringing the total not to exceed contract amount from \$194,973.00 to \$243,973.00, and extending the term of the agreement from July 31, 2025 to December 31, 2025
11. **Resolution 06-49/25-R;** Resolution Authorizing Change Order Number Six (6) to the contract with Holly Bryk State of Connecticut Marshall to provide Marshall services increasing the total not to exceed contract amount by \$70,000.00, and bringing the total not to exceed contract amount from 149,400.00 to 219,400.00, and extending the term of the agreement from July 31, 2025 to February 28, 2026

ADJOURNMENT

MINUTES
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY OF THE CITY OF NEW HAVEN
360 ORANGE STREET NEW HAVEN CT 06511
TUESDAY, JUNE 17TH, 2025 at 4:00 P.M.

Those present included:

William Kilpatrick, Chair
Kevin Alvarez, Commissioner
Danya Keene, Commissioner
Alberta Witherspoon, Commissioner
Elmer Rivera, Commissioner
Rolan Joni Young, McCarter & English LLP
Various staff and public attendees via RingCentral

The Regular Meeting of the Board of Commissioners of the Housing Authority of New Haven was called to order at 4:06 p.m.

At Roll Call, Shenae Draughn was present in person in the boardroom along with, Chairman Kilpatrick, Commissioner Witherspoon, Commissioner Keene and Commissioner Alvarez.

Approval of the Minutes from the May 20th, 2025, Meeting:

Motion to approve the minutes was moved by Commissioner Alvarez and seconded by Commissioner Keene.

Aged Accounts Payable Report totaling \$ 21,199.76 (listed on page 2), this excludes paid invoices on report). This list consists of invoices that have been received and entered in the system but may not be ready for payment. A register of the paid invoices may be provided at the June 17, 2025, Board of Commissioners meeting.

Bank Book Check Register totaling \$ 2,811,811.27 (listed on page 9). This list consists of invoices that have been paid from May 1- May 31, 2025. Consolidated Electric INC \$126,360) for services at Scattered Sites; Censere Consulting, LLC (30,634) for agency consultant services; G.L. Capasso, Inc (\$ 14,296) for construction at various sites; New Haven Village Suites (\$30,872) for tenant relocations; Marcum LLP (\$ 125,986) for audit services agency-wide; The Computer Company Inc (\$36,035) for IT services agency-wide; Tri-Con Construction Manager, LLC (\$ 166,307) for services at Scattered Sites & Union; Home Depot (\$ 29,582) agency-wide supplies; HD Supply Facilities Maintenance, Ltd 22,622) for agency-wide supplies; United Illuminating (\$ 181,472) for various sites electrical; Regional Water Authority (\$107,083) For agency-wide services.

The total of both registers is \$ 2,833,011.03

Public Comments:

- NONE

May 20th, 2025 President Report Located Here:

- [President's Report.docx](#)

April 15th, 2025 Resolutions Located Here:

- [05-32 Aepm IQC Contractamendment 1 Yr 1 Resolution.Docx](#) * IQC Contracts were moved as one resolution*
- [05-33 Brian Cleveland Architects Amendment 1 Yr 1 IQC Contract Resolution.Docx](#)
- [05-34 Kba Ken Boroson IQC Amendment 1 Yr 1 Contract Resolution.Docx](#)
- [05-35 Yale Pest Control Resolution.Docx](#)
- [05-36 Home Depot Resolution Change Order Number Two.Docx](#)
- [05-37 Mutual Housing 9 Units- Hap Renewal 2025 Resolution.Docx](#)
- [05-38 Mou - City Of New Haven Unhoused Youth Resolution.Docx](#)

ADJOURNMENT

Motion to adjourn made by Alvarez seconded by Keene at 4:36pm

MEMORANDUM

TO: All Board of Commissioners

FROM: John Rafferty, CFO

RE: Bills and Communications

DATE: June 17, 2025

Attached please find the following Two (2) lists:

Aged Accounts Payable Report totaling **\$ 21,199.76** (listed on page 2), this excludes paid invoices on report). This list consists of invoices that have been received and entered in the system but may not be ready for payment. A register of the paid invoices may be provided at the June 17, 2025, Board of Commissioners meeting.

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The total of both registers is **\$ 2,833,011.03**
Attachments

Elm City Communities
Accounts Payable Report

Vendor Name	Invoice #	Inv. Date	Due Date	Total Due
Reitman Personnel Services, Inc.	<u>89,108</u>	05/30/2025	06/29/2025	208.05
Reitman Personnel Services, Inc.	<u>89,108</u>	05/30/2025	06/29/2025	71.80
W.B. Mason Company Inc	<u>254544055</u>	05/28/2025	06/27/2025	58.48
Crumbie Law Group, LLC	<u>4087</u>	04/30/2025	05/30/2025	138.01
Ed The Treeman	<u>11911</u>	05/28/2025	06/27/2025	2,600.00
Engie North America Inc	<u>5955 KWH</u>	06/02/2025	07/02/2025	642.54
Housing Authority of the City of New Haven	<u>May</u>	05/01/2025	05/31/2025	129.86
Knight's Inc	<u>152117</u>	02/27/2025	03/29/2025	175.17
Southern Connecticut Gas	<u>60 CCF</u>	05/21/2025	06/18/2025	99.00
Airess Johnson	<u>RSVP May 2025</u>	05/31/2025	06/30/2025	200.00
Alberta W Golden	<u>RSVP May 2025</u>	05/31/2025	06/30/2025	200.00
Alicia M Spencer	<u>RSVP May 2025</u>	05/31/2025	06/30/2025	200.00
Ann Marie Maysonet	<u>RSVP May 2025</u>	05/31/2025	06/30/2025	200.00
Carol Suggs	<u>RSVP May 2025</u>	05/31/2025	06/30/2025	200.00
Crumbie Law Group, LLC	<u>4087</u>	04/30/2025	05/30/2025	85.02
Doris J Doward	<u>RSVP May 2025</u>	05/31/2025	06/30/2025	200.00
Engie North America Inc	<u>87022 KWH</u>	06/02/2025	07/02/2025	9,392.43
Eric D Jowers	<u>RSVP May 2025</u>	05/31/2025	06/30/2025	200.00
Harrietta Leona Bell	<u>RSVP May 2025</u>	05/31/2025	06/30/2025	200.00
Housing Authority of the City of New Haven	<u>May</u>	05/01/2025	05/31/2025	80.00
John A Pupello	<u>RSVP May 2025</u>	05/31/2025	06/30/2025	200.00
Linda Cross	<u>RSVP May 2025</u>	05/31/2025	06/30/2025	200.00
Crumbie Law Group, LLC	<u>4087</u>	04/30/2025	05/30/2025	31.98
Housing Authority of the City of New Haven	<u>May</u>	05/01/2025	05/31/2025	30.09
Crumbie Law Group, LLC	<u>4087</u>	04/30/2025	05/30/2025	86.85
Housing Authority of the City of New Haven	<u>May</u>	05/01/2025	05/31/2025	81.73
Crumbie Law Group, LLC	<u>4087</u>	04/30/2025	05/30/2025	21.01

/ap report
By: on

Housing Authority of the City of New Haven	<u>May</u>	05/01/2025	05/31/2025	19.77
Southern Connecticut Gas	<u>148 CCF</u>	05/21/2025	06/18/2025	155.05
Crumbie Law Group, LLC	<u>4087</u>	04/30/2025	05/30/2025	47.53
Housing Authority of the City of New Haven	<u>May</u>	05/01/2025	05/31/2025	44.72
McCarter & English, LLP	<u>9186043</u>	05/02/2025	06/01/2025	332.50
Nica's Market LLC	<u>42851</u>	05/27/2025	06/26/2025	668.95
Reitman Personnel Services, Inc.	<u>89,108</u>	05/30/2025	06/29/2025	756.00
Reitman Personnel Services, Inc.	<u>89,108</u>	05/30/2025	06/29/2025	1,050.00
Reitman Personnel Services, Inc.	<u>89,108</u>	05/30/2025	06/29/2025	76.65
W.B. Mason Company Inc	<u>254543000</u>	05/28/2025	06/27/2025	50.44
McCarter & English, LLP	<u>9186046</u>	05/02/2025	06/01/2025	1,147.13
CORPORATION SERVICE COMPANY	<u>86118504356</u>	05/03/2025	06/02/2025	370.00
CORPORATION SERVICE COMPANY	<u>86118504353</u>	05/03/2025	06/02/2025	150.00
W.B. Mason Company Inc	<u>254429792</u>	05/21/2025	06/20/2025	399.00

Total Amount Due

\$21,199.76



Type	Check No.	DD No.	Date	Amount	Status	Void Date	Recorded Payee
DD	0	33895	05/01/2025	\$ (6,125.00)	Posted		360 Management Group. Co.
DD	0	33897	05/01/2025	\$ (5,960.00)	Posted		Ace Van & Storage, Inc.
Check	198190	0	05/01/2025	\$ (106.00)	Posted		Adrienne Simpson
Check	198344	0	05/01/2025	\$ (1,530.00)	Posted		AM/PM Glass & Metal Fab., LLC
Check	198191	0	05/01/2025	\$ (74.00)	Posted		Beatriz Toro
Check	198352	0	05/01/2025	\$ -	Posted	05/06/2025	Bertha L McArthur
Check	198192	0	05/01/2025	\$ (137.00)	Posted		Brenda Sparks
Check	198193	0	05/01/2025	\$ (195.00)	Posted		Carle Washington
Check	198194	0	05/01/2025	\$ (195.00)	Posted		Cassandra Moore
Check	198195	0	05/01/2025	\$ (80.00)	Posted		Catalina Soto
Check	198196	0	05/01/2025	\$ (178.00)	Posted		Chevonne Boone
Check	198197	0	05/01/2025	\$ (50.00)	Posted		Ciera S Lewis
Check	198345	0	05/01/2025	\$ (537.84)	Posted		Comcast Cable
Check	198346	0	05/01/2025	\$ (351.41)	Posted		Comcast Cable
Check	198198	0	05/01/2025	\$ (26.00)	Posted		Connie J Tyson
Check	198199	0	05/01/2025	\$ (449.00)	Posted		Corelle Wallace
Check	198200	0	05/01/2025	\$ (74.00)	Posted		D Juana Desilva
Check	198201	0	05/01/2025	\$ (126.00)	Posted		Djiba Kane
Check	198202	0	05/01/2025	\$ (241.00)	Posted		Dozier Dickey
Check	198350	0	05/01/2025	\$ (2,540.00)	Posted		Eagle Environmental, Inc
Check	198203	0	05/01/2025	\$ (47.00)	Posted		Evelyn Santiago
Check	198204	0	05/01/2025	\$ (195.00)	Posted		Faith H Thompson
Check	198205	0	05/01/2025	\$ (195.00)	Posted		Gianakos Jenkins
DD	0	33898	05/01/2025	\$ (1,746.00)	Posted		Glendower McConaughy Terrace 9% LLC
Check	198206	0	05/01/2025	\$ (43.00)	Posted		Gwendolyn Tyson
Check	198207	0	05/01/2025	\$ (4.00)	Posted		Hazel Juanita Standberry
Check	198208	0	05/01/2025	\$ (129.00)	Posted		Helen Suggs
DD	0	33896	05/01/2025	\$ (1,725.79)	Posted		Holly A Bryk
Check	198347	0	05/01/2025	\$ (1,649.84)	Posted		Home Depot
Check	198349	0	05/01/2025	\$ (3,104.29)	Posted		Home Depot
Check	198209	0	05/01/2025	\$ (219.00)	Posted		Hope Brodie
Check	198210	0	05/01/2025	\$ (20.00)	Posted		Hytean Iona Nolan Sterling
DD	198211	33866	05/01/2025	\$ (4.00)	Posted		Iris Nereida Santana
DD	198212	33867	05/01/2025	\$ (195.00)	Posted		Isabel Fuentes
Check	198213	0	05/01/2025	\$ (176.00)	Posted		Jada Nyla Burnett
Check	198214	0	05/01/2025	\$ (120.00)	Posted		Janet Santiago
Check	198353	0	05/01/2025	\$ (256.33)	Posted		Janice M Anthony
Check	198215	0	05/01/2025	\$ (156.00)	Posted		Jannie Ellison
Check	198216	0	05/01/2025	\$ (87.00)	Posted		Jannisha Marquisha Bowman
Check	198217	0	05/01/2025	\$ (268.00)	Posted		Jared Fleming
Check	198218	0	05/01/2025	\$ (110.00)	Posted		Jhamal Gallimore
Check	198219	0	05/01/2025	\$ (269.00)	Posted		Joshua C Martinez
Check	198351	0	05/01/2025	\$ (1,000.00)	Posted		Joshua Golden
Check	198220	0	05/01/2025	\$ (132.00)	Posted		Joslyn Lockwood
Check	198221	0	05/01/2025	\$ (20.00)	Posted		Keldra C Harrison
Check	198222	0	05/01/2025	\$ (138.00)	Posted		Kiara Carmichael
Check	198223	0	05/01/2025	\$ (171.00)	Posted		Lakeisha Massey
Check	198224	0	05/01/2025	\$ (91.00)	Posted		Latanya Evans
Check	198225	0	05/01/2025	\$ (195.00)	Posted		Latoya D Garrett
Check	198226	0	05/01/2025	\$ (59.00)	Posted		Leslie Mckiver
Check	198227	0	05/01/2025	\$ (232.00)	Posted		Lillie Louise Cunningham
Check	198228	0	05/01/2025	\$ (43.00)	Posted		Lindsay Derubis
Check	198229	0	05/01/2025	\$ (20.00)	Posted		Madelyn Pagan
Check	198230	0	05/01/2025	\$ (165.00)	Posted		Maria R Langston
Check	198231	0	05/01/2025	\$ (20.00)	Posted		Marsha A Thomas
Check	198232	0	05/01/2025	\$ (137.00)	Posted		Martha Moore
DD	198233	33868	05/01/2025	\$ (138.00)	Posted		Mary A Lopez
Check	198234	0	05/01/2025	\$ (345.00)	Posted		Mary Lennon
Check	198235	0	05/01/2025	\$ (219.00)	Posted		Maryann Jones
Check	198236	0	05/01/2025	\$ (16.00)	Posted		Mayra Quiles
Check	198237	0	05/01/2025	\$ (41.00)	Posted		Modi Saher
Check	198238	0	05/01/2025	\$ (156.00)	Posted		Nancy Marilyn Estrada
Check	198239	0	05/01/2025	\$ (124.00)	Posted		Natalie Rodriguez
Check	198240	0	05/01/2025	\$ (162.00)	Posted		Natasha Laureano
Check	198241	0	05/01/2025	\$ (23.00)	Posted		Paula A Barnes
Check	198242	0	05/01/2025	\$ (159.00)	Posted		Perry Flowers
Check	198243	0	05/01/2025	\$ (87.00)	Posted		Preziosa Flores
Check	198244	0	05/01/2025	\$ (193.00)	Posted		Rayquan T Durham
Check	198245	0	05/01/2025	\$ (126.00)	Posted		Rehossem Djirangaye

DD	0	33894	05/01/2025	\$ (4,789.80)	Posted		Reitman Personnel Services, Inc.
Check	198246	0	05/01/2025	\$ (113.00)	Posted		Robyn Louise Green
DD	198247	33869	05/01/2025	\$ (22.00)	Posted		Rosaura Luciano
Check	198248	0	05/01/2025	\$ (146.00)	Posted		Sarah M Kendrick
Check	198249	0	05/01/2025	\$ (219.00)	Posted		Science Burruss
Check	198250	0	05/01/2025	\$ (115.00)	Posted		Shalanda Rena Wiggins
Check	198251	0	05/01/2025	\$ (624.00)	Posted		Shaquonda Rashaya Hunte
Check	198354	0	05/01/2025	\$ (506.00)	Posted		Shelton Investments LLC
Check	198252	0	05/01/2025	\$ (52.00)	Posted		Sherita Tucker
Check	198253	0	05/01/2025	\$ (163.00)	Posted		Shirley A Massey
Check	198254	0	05/01/2025	\$ (19.00)	Posted		Sor Perez
Check	198348	0	05/01/2025	\$ (118.97)	Posted		Southern Connecticut Gas
Check	198255	0	05/01/2025	\$ (126.00)	Posted		Talisha Inell Young
Check	198256	0	05/01/2025	\$ (405.00)	Posted		Tamika Bratton
Check	198257	0	05/01/2025	\$ (70.00)	Posted		Tanya Franklin
DD	198258	33870	05/01/2025	\$ (162.00)	Posted		Teneshia Monique Harrington
Check	198259	0	05/01/2025	\$ (67.00)	Posted		Terese Edwina Stevenson
DD	198260	33871	05/01/2025	\$ (76.00)	Posted		Thelma Goodwin
Check	198261	0	05/01/2025	\$ (287.00)	Posted		Tiffaine Brodie
Check	198262	0	05/01/2025	\$ (156.00)	Posted		Tonya Perkins
Check	198263	0	05/01/2025	\$ (128.00)	Posted		Trenna Soares
Check	198264	0	05/01/2025	\$ (128.00)	Posted		Trevon Highsmith
Check	198265	0	05/01/2025	\$ (245.00)	Posted		Trevon Pue
Check	198266	0	05/01/2025	\$ (109.00)	Posted		Tyjon Watley
Check	198267	0	05/01/2025	\$ (109.00)	Posted		Victoria C Allen
Check	198268	0	05/01/2025	\$ (98.00)	Posted		Yvonne A Barros
Check	198366	0	05/02/2025	\$ (6,212.25)	Posted		AM/PM Glass & Metal Fab., LLC
Check	198358	0	05/02/2025	\$ (10,293.60)	Posted		AMG Plumbing Mechanical LLC
DD	0	33900	05/02/2025	\$ (668.41)	Posted		Ashley Shemone Keen
DD	0	33906	05/02/2025	\$ (850.50)	Posted		Berchem Moses PC
DD	0	33901	05/02/2025	\$ (2,236.29)	Posted		Chamberlain Court Condominium Association, Inc.
Check	198359	0	05/02/2025	\$ (3,965.70)	Posted		Cobblestone System Corp
Check	198367	0	05/02/2025	\$ (260.41)	Posted		Frontier Communications of Company
Check	198368	0	05/02/2025	\$ (148.83)	Posted		Frontier Communications of Company
Check	198360	0	05/02/2025	\$ (776.01)	Posted		G.L. Capasso, Inc
Check	198356	0	05/02/2025	\$ -	Posted	05/02/2025	Hidden Quarry Association, Inc.
Check	198357	0	05/02/2025	\$ (203.75)	Posted		Hidden Quarry Association, Inc.
DD	0	33899	05/02/2025	\$ (394.00)	Posted		Home Services & More, LLC
Check	198361	0	05/02/2025	\$ (25.85)	Posted		Infoshred, LLC
DD	0	33902	05/02/2025	\$ (668.41)	Posted		Jasmine Yvonne Johnson
DD	0	33903	05/02/2025	\$ (668.41)	Posted		Jerry L. Blue
Check	198365	0	05/02/2025	\$ (1,762.50)	Posted		Johnson Controls US Holdings LLC
DD	0	33904	05/02/2025	\$ (985.00)	Posted		La Voz Hispana Newsprint
DD	0	33907	05/02/2025	\$ (40,505.00)	Posted		M.A.C Computer Consulting, Inc
Check	198369	0	05/02/2025	\$ (81,825.00)	Posted		Marcum LLP
Check	198355	0	05/02/2025	\$ (1,500.00)	Posted		MGM RE Investments LLC
Check	198362	0	05/02/2025	\$ (614.95)	Posted		Nica's Market LLC
DD	0	33905	05/02/2025	\$ (88.40)	Posted		Ringcentral, Inc
Check	198363	0	05/02/2025	\$ (372.27)	Posted		Sunwealth Project Pool 14 LLC
DD	0	33908	05/02/2025	\$ (11,655.75)	Posted		The Computer Company Inc
Check	198364	0	05/02/2025	\$ (1,498.34)	Posted		W.B. Mason Company Inc
Check	198388	0	05/05/2025	\$ (200.00)	Posted		Adalberto Rivera
DD	0	33916	05/05/2025	\$ (200.00)	Posted		Airess Johnson
DD	0	33909	05/05/2025	\$ (200.00)	Posted		Al McCoy Langston
DD	0	33917	05/05/2025	\$ (200.00)	Posted		Alberta W Golden
DD	0	33918	05/05/2025	\$ (200.00)	Posted		Alberta Witherspoon
DD	0	33919	05/05/2025	\$ (200.00)	Posted		Alicia M Spencer
Check	198389	0	05/05/2025	\$ (200.00)	Posted		Ana Felicia Duran
Check	198390	0	05/05/2025	\$ (200.00)	Posted		Annette Yancey
Check	198370	0	05/05/2025	\$ (200.00)	Posted		Avis Grant
Check	198371	0	05/05/2025	\$ (200.00)	Posted		Billy Ray Mathews
Check	198391	0	05/05/2025	\$ (200.00)	Posted		Brenda J Harris
Check	198392	0	05/05/2025	\$ (200.00)	Posted		Bruce Gatling
Check	198372	0	05/05/2025	\$ (200.00)	Posted		Christy A Pedini
Check	198393	0	05/05/2025	\$ (200.00)	Posted		Clenison Dickey
DD	0	33920	05/05/2025	\$ (200.00)	Posted		Deborah Hudson
DD	0	33921	05/05/2025	\$ (200.00)	Posted		Dennis Nathaniel Jenkins
DD	0	33910	05/05/2025	\$ (200.00)	Posted		Donna Santiago
DD	0	33922	05/05/2025	\$ (200.00)	Posted		Doris J Doward
Check	198394	0	05/05/2025	\$ (200.00)	Posted		Edward Beverley
Check	198395	0	05/05/2025	\$ (200.00)	Posted		Eric D Jowers
DD	0	33923	05/05/2025	\$ (200.00)	Posted		Ethel M Gray
Check	198373	0	05/05/2025	\$ (200.00)	Posted		Fresia Betancourt
Check	198396	0	05/05/2025	\$ (200.00)	Posted		Gail Pressley
Check	198374	0	05/05/2025	\$ (150.00)	Posted		Gayatri Rana
Check	198397	0	05/05/2025	\$ (200.00)	Posted		George G Robinson
DD	0	33915	05/05/2025	\$ (200.00)	Posted		Glenda Streater
Check	198410	0	05/05/2025	\$ (200.00)	Posted		Harrietta Leona Bell
Check	198411	0	05/05/2025	\$ (200.00)	Posted		Harrietta Leona Bell

Check	198398	0	05/05/2025	\$	(200.00)	Posted	Hector A Lozada-Osorio
DD	0	33924	05/05/2025	\$	(83.56)	Posted	Holly A Bryk
Check	198375	0	05/05/2025	\$	(200.00)	Posted	Janet Poole
Check	198376	0	05/05/2025	\$	(200.00)	Posted	Jennifer Malone
DD	0	33911	05/05/2025	\$	(200.00)	Posted	Jonathan Stewart
Check	198377	0	05/05/2025	\$	(200.00)	Posted	Judy Cosby
Check	198399	0	05/05/2025	\$	(200.00)	Posted	Kelly Nichols
Check	198378	0	05/05/2025	\$	(41.72)	Posted	Kimberly Johansen
Check	198379	0	05/05/2025	\$	(33.60)	Posted	Kimberly Johansen
DD	0	33912	05/05/2025	\$	(200.00)	Posted	Lagreta Riles
DD	0	33925	05/05/2025	\$	(200.00)	Posted	Lavern Davis
Check	198380	0	05/05/2025	\$	(200.00)	Posted	Lee C Moore
DD	0	33926	05/05/2025	\$	(200.00)	Posted	Lenard Greene
DD	0	33927	05/05/2025	\$	(200.00)	Posted	Linda Cross
Check	198400	0	05/05/2025	\$	(200.00)	Posted	Louise Wiggins
DD	0	33928	05/05/2025	\$	(200.00)	Posted	Luz E Torres
Check	198401	0	05/05/2025	\$	(200.00)	Posted	Major Banks
Check	198381	0	05/05/2025	\$	(200.00)	Posted	Marta Laboy
Check	198382	0	05/05/2025	\$	(35.50)	Posted	Melody Ramos
Check	198383	0	05/05/2025	\$	(65.10)	Posted	Melody Ramos
Check	198384	0	05/05/2025	\$	(200.00)	Posted	Miguel Avila
Check	198385	0	05/05/2025	\$	(200.00)	Posted	Noraima Avila
DD	0	33929	05/05/2025	\$	(200.00)	Posted	Patricia Mabry
DD	0	33930	05/05/2025	\$	(200.00)	Posted	Pedro Octavio Jimenez
DD	0	33913	05/05/2025	\$	(200.00)	Posted	Perry Lamar Gary
DD	0	33931	05/05/2025	\$	(200.00)	Posted	Ralph Berryman
Check	198402	0	05/05/2025	\$	(200.00)	Posted	Robert London
Check	198403	0	05/05/2025	\$	(200.00)	Posted	Roberto Roman-Negron
Check	198404	0	05/05/2025	\$	(200.00)	Posted	Russell Roberson
Check	198405	0	05/05/2025	\$	(200.00)	Posted	Sean Holland
Check	198406	0	05/05/2025	\$	(200.00)	Posted	Shantour Jackson
Check	198407	0	05/05/2025	\$	(2,466.93)	Posted	Southern Connecticut Gas
Check	198408	0	05/05/2025	\$	(2,550.30)	Posted	Southern Connecticut Gas
Check	198386	0	05/05/2025	\$	(200.00)	Posted	Stevie Jackson
Check	198387	0	05/05/2025	\$	(300.00)	Posted	Tarin Evans
Check	198409	0	05/05/2025	\$	(200.00)	Posted	Teethenia Stroud
DD	0	33932	05/05/2025	\$	(200.00)	Posted	Teresa Nela Caporale
DD	0	33914	05/05/2025	\$	(200.00)	Posted	Todd Collins
DD	0	33933	05/05/2025	\$	(200.00)	Posted	Willard E. Ford
Check	198432	0	05/06/2025	\$	(1,465.00)	Posted	500-520 Main Street LLC
Check	198412	0	05/06/2025	\$	(25.00)	Posted	Agnes Jackson
Check	198428	0	05/06/2025	\$	(200.00)	Posted	ANTHONY G BURRUS
Check	198413	0	05/06/2025	\$	(972.22)	Posted	Aramark Refreshment Services
Check	198426	0	05/06/2025	\$	(936.00)	Posted	Bertha L McArthur
Check	198431	0	05/06/2025	\$	-	Posted	City of New Haven
Check	198430	0	05/06/2025	\$	(2,497.81)	Posted	City of New Haven
DD	0	33934	05/06/2025	\$	(2,000.00)	Posted	Concepts for Adaptive Learning
Check	198414	0	05/06/2025	\$	(25.00)	Posted	Cynthia N Rogers
Check	198415	0	05/06/2025	\$	(1,119.99)	Posted	Evelise Ribeiro
Check	198416	0	05/06/2025	\$	(454.00)	Posted	Evelise Ribeiro
DD	0	33935	05/06/2025	\$	(20.00)	Posted	Glendower McConaughy Terrace 9% LLC
Check	198417	0	05/06/2025	\$	(7,797.23)	Posted	Hearst Media Services Connecticut, LLC
DD	0	33936	05/06/2025	\$	(5,536.53)	Posted	Housing Development Fund, Inc.
Check	198429	0	05/06/2025	\$	(200.00)	Posted	Jeffrey Grandpre
Check	198418	0	05/06/2025	\$	(67.41)	Posted	Kristen Cloutier
DD	0	33937	05/06/2025	\$	(54.60)	Posted	LaToya Mills
DD	0	33938	05/06/2025	\$	(97.30)	Posted	LaToya Mills
Check	198419	0	05/06/2025	\$	(25.00)	Posted	Mabel L Carroll
Check	198420	0	05/06/2025	\$	(1,127.62)	Posted	Online Information Services, Inc
DD	0	33939	05/06/2025	\$	(7,493.95)	Posted	Ringcentral, Inc
DD	0	33940	05/06/2025	\$	(11,103.92)	Posted	Ringcentral, Inc
DD	0	33941	05/06/2025	\$	(10,000.00)	Posted	Ringcentral, Inc
Check	198427	0	05/06/2025	\$	(506.00)	Posted	Shelton Investments LLC
Check	198433	0	05/06/2025	\$	(300.00)	Posted	SPANISH AMERICAN MERCHANTS ASSOCIATION
Check	198421	0	05/06/2025	\$	(1,042.25)	Posted	VERIZON CONNECT FLEET USA LLC
Check	198425	0	05/06/2025	\$	(21,269.79)	Posted	Verizon Wireless
Check	198422	0	05/06/2025	\$	(447.98)	Posted	W.B. Mason Company Inc
Check	198423	0	05/06/2025	\$	(367.00)	Posted	Yale New Haven Hospital
Check	198424	0	05/06/2025	\$	(150.00)	Posted	Yale New Haven Hospital
Check	198461	0	05/07/2025	\$	(15,173.00)	Posted	Advance Security Integration LLC dba Security 101
DD	0	33942	05/07/2025	\$	(19,853.94)	Posted	Brookside 2 Associates LLC
DD	0	33943	05/07/2025	\$	(31,210.64)	Posted	Brookside 1 Associates LLC
Check	198462	0	05/07/2025	\$	(1,738.58)	Posted	Chesson & Schweickert, LLC
Check	198434	0	05/07/2025	\$	(269.38)	Posted	Comcast Cable
Check	198460	0	05/07/2025	\$	(126,360.00)	Posted	Consolidated Electric INC
DD	0	33944	05/07/2025	\$	(54,893.97)	Posted	CWPM, LLC
Check	198435	0	05/07/2025	\$	(5,311.37)	Posted	Engie North America Inc
Check	198436	0	05/07/2025	\$	(13,656.48)	Posted	Engie North America Inc
Check	198437	0	05/07/2025	\$	(506.27)	Posted	Engie North America Inc

DD	0	33953	05/07/2025	\$ (3,510.00)	Posted	Enviromed Services, Inc.
DD	0	33945	05/07/2025	\$ (400.00)	Posted	Holly A Bryk
DD	0	33946	05/07/2025	\$ (630.48)	Posted	Housing Authority of the City of New Haven
Check	198438	0	05/07/2025	\$ (2,391.12)	Posted	Johns Refuse & Recycling, LLC
Check	198463	0	05/07/2025	\$ (4,860.00)	Posted	Lavonta Bryant
DD	0	33947	05/07/2025	\$ (9,600.00)	Posted	Penfield Communications
Check	198439	0	05/07/2025	\$ (41.37)	Posted	Regional Water Authority
DD	0	33948	05/07/2025	\$ (18,641.51)	Posted	Rockview 1 Associates LLC
DD	0	33949	05/07/2025	\$ (20,251.58)	Posted	Trinity New Haven Housing LP
DD	0	33950	05/07/2025	\$ (9,458.95)	Posted	Trinity New Haven Housing Three LP
DD	0	33951	05/07/2025	\$ (24,764.15)	Posted	Trinity New Haven Housing Two Limited Partnership
DD	0	33952	05/07/2025	\$ (17,797.15)	Posted	Trinity Rowe, LP
Check	198440	0	05/07/2025	\$ (1,037.48)	Posted	United Illuminating
Check	198441	0	05/07/2025	\$ (1,129.78)	Posted	United Illuminating
Check	198442	0	05/07/2025	\$ (840.47)	Posted	United Illuminating
Check	198443	0	05/07/2025	\$ (2,096.35)	Posted	United Illuminating
Check	198444	0	05/07/2025	\$ (758.54)	Posted	United Illuminating
Check	198445	0	05/07/2025	\$ (51.11)	Posted	United Illuminating
Check	198446	0	05/07/2025	\$ (48.31)	Posted	United Illuminating
Check	198447	0	05/07/2025	\$ (853.67)	Posted	United Illuminating
Check	198448	0	05/07/2025	\$ (301.91)	Posted	United Illuminating
Check	198449	0	05/07/2025	\$ (236.47)	Posted	United Illuminating
Check	198450	0	05/07/2025	\$ (126.20)	Posted	United Illuminating
Check	198451	0	05/07/2025	\$ (250.49)	Posted	United Illuminating
Check	198452	0	05/07/2025	\$ (609.72)	Posted	United Illuminating
Check	198453	0	05/07/2025	\$ (495.57)	Posted	United Illuminating
Check	198454	0	05/07/2025	\$ (1,199.01)	Posted	United Illuminating
Check	198455	0	05/07/2025	\$ (783.52)	Posted	United Illuminating
Check	198456	0	05/07/2025	\$ (1,210.52)	Posted	United Illuminating
Check	198457	0	05/07/2025	\$ (1,035.45)	Posted	United Illuminating
Check	198458	0	05/07/2025	\$ (1,224.88)	Posted	United Illuminating
Check	198459	0	05/07/2025	\$ (73.69)	Posted	Verizon Wireless
DD	0	33955	05/08/2025	\$ (776.59)	Posted	4Imprint, Inc.
Check	198465	0	05/08/2025	\$ (9,136.50)	Posted	Eagle Environmental, Inc
DD	0	33954	05/08/2025	\$ (20.00)	Posted	Glendower McConaughy Terrace 9% LLC
DD	0	33956	05/08/2025	\$ (1,596.25)	Posted	Lothrop Associates, LLP
Check	198464	0	05/08/2025	\$ (1,213.50)	Posted	Shanay Nicole Bartlett
DD	0	33957	05/12/2025	\$ (1,958.70)	Posted	Autoscribe Corporation
DD	0	33963	05/12/2025	\$ (1,110.99)	Posted	CWPM, LLC
DD	0	33964	05/12/2025	\$ (744.00)	Posted	Eagle Leasing Company
Check	198473	0	05/12/2025	\$ (9.86)	Posted	Engie North America Inc
Check	198474	0	05/12/2025	\$ (677.18)	Posted	Engie North America Inc
Check	198475	0	05/12/2025	\$ (2,297.60)	Posted	Engie North America Inc
Check	198476	0	05/12/2025	\$ (28.60)	Posted	Engie North America Inc
Check	198477	0	05/12/2025	\$ (4.96)	Posted	Engie North America Inc
Check	198466	0	05/12/2025	\$ (3,208.68)	Posted	Frontier Communications of Company
Check	198467	0	05/12/2025	\$ (295.79)	Posted	Frontier Communications of Company
Check	198468	0	05/12/2025	\$ (48.88)	Posted	Gerard Roddy
Check	198478	0	05/12/2025	\$ (1,562.54)	Posted	HD Supply Facilities Maintenance, Ltd
DD	0	33958	05/12/2025	\$ (403.24)	Posted	Holly A Bryk
DD	0	33959	05/12/2025	\$ (197.00)	Posted	Home Services & More, LLC
DD	0	33965	05/12/2025	\$ (36,579.00)	Posted	Housing Insurance Services, Inc.
Check	198469	0	05/12/2025	\$ (25.85)	Posted	Infoshred, LLC
DD	0	33960	05/12/2025	\$ (397.54)	Posted	Kone Inc.
Check	198470	0	05/12/2025	\$ (53.20)	Posted	Malcom Nieves
Check	198479	0	05/12/2025	\$ (695.00)	Posted	New Haven Village Suites
DD	0	33961	05/12/2025	\$ (8,666.67)	Posted	NuEnergen, LLC
DD	0	33962	05/12/2025	\$ (12,869.26)	Posted	Otis Elevator Company
Check	198480	0	05/12/2025	\$ (286.81)	Posted	Southern Connecticut Gas
Check	198481	0	05/12/2025	\$ (292.58)	Posted	Southern Connecticut Gas
Check	198482	0	05/12/2025	\$ (880.67)	Posted	Southern Connecticut Gas
Check	198483	0	05/12/2025	\$ (1,131.47)	Posted	Southern Connecticut Gas
Check	198484	0	05/12/2025	\$ (2,906.54)	Posted	Southern Connecticut Gas
Check	198471	0	05/12/2025	\$ (340.00)	Posted	Supreme Corporation
Check	198472	0	05/12/2025	\$ (838.12)	Posted	W.B. Mason Company Inc
Check	198485	0	05/12/2025	\$ (5,067.57)	Posted	Yale Termite & Pest Elimination Corp.
Check	198486	0	05/13/2025	\$ (2,673.27)	Posted	Advance Security Integration LLC dba Security 101
DD	0	33966	05/13/2025	\$ (187.00)	Posted	Crumbie Law Group, LLC
Check	198491	0	05/13/2025	\$ (229.16)	Posted	HD Supply Facilities Maintenance, Ltd
Check	198492	0	05/13/2025	\$ (1,330.89)	Posted	LCPtracker, Inc
DD	0	33967	05/13/2025	\$ (24,190.31)	Posted	Mechanical Heating and Air Conditioning, Inc
Check	198493	0	05/13/2025	\$ (885.56)	Posted	Olga Zweeres
Check	198487	0	05/13/2025	\$ (128.66)	Posted	Regional Water Authority
Check	198488	0	05/13/2025	\$ (4,055.38)	Posted	Regional Water Authority
DD	0	33970	05/13/2025	\$ (1,062.58)	Posted	Skyview Ridgefield LLC
DD	0	33968	05/13/2025	\$ (9,958.44)	Posted	Sparks Security LLC
Check	198489	0	05/13/2025	\$ (1,500.02)	Posted	Stanley Convergent Security Solutions, Inc.
Check	198494	0	05/13/2025	\$ (86.43)	Posted	United Illuminating
Check	198495	0	05/13/2025	\$ (581.52)	Posted	United Illuminating

DD	0	33969	05/13/2025	\$ (25,127.85)	Posted	United Mechanical Resources Inc.
Check	198490	0	05/13/2025	\$ (5,530.00)	Posted	Worker's Compensation Trust Inc
Check	198496	0	05/13/2025	\$ (1,990.37)	Posted	Yale Termite & Pest Elimination Corp.
Check	198517	0	05/14/2025	\$ (2,126.34)	Posted	ARAMARK Uniform & Career Apparel
DD	0	33971	05/14/2025	\$ (30,555.00)	Posted	Brian Cleveland Architects Inc
DD	0	33972	05/14/2025	\$ (25,634.13)	Posted	Censere Consulting, LLC
Check	198507	0	05/14/2025	\$ (325.38)	Posted	Comcast Cable
Check	198508	0	05/14/2025	\$ (207.12)	Posted	Comcast Cable
DD	0	33981	05/14/2025	\$ (61.03)	Posted	Corporate Mailing Services LLC
Check	198497	0	05/14/2025	\$ (344.00)	Posted	CORPORATION SERVICE COMPANY
DD	0	33973	05/14/2025	\$ (100.00)	Posted	ECC Group III RAD, LLC
DD	0	33974	05/14/2025	\$ (100.00)	Posted	ECC Group IV RAD, LLC
DD	0	33979	05/14/2025	\$ (122,790.00)	Posted	ECC Group IV RAD, LLC
Check	198518	0	05/14/2025	\$ (2,500.00)	Posted	Fred V Leone
Check	198519	0	05/14/2025	\$ (2,500.00)	Posted	Fred V Leone
Check	198520	0	05/14/2025	\$ (2,500.00)	Posted	Fred V Leone
Check	198509	0	05/14/2025	\$ (204.66)	Posted	Frontier Communications of Company
Check	198510	0	05/14/2025	\$ (93.00)	Posted	Frontier Communications of Company
Check	198498	0	05/14/2025	\$ (3,180.00)	Posted	Fuss & O'Neill, Inc.
DD	0	33975	05/14/2025	\$ (3,552.00)	Posted	Glendower Ribicoff Four, LLC
DD	0	33980	05/14/2025	\$ (851.30)	Posted	KJR Consulting
Check	198521	0	05/14/2025	\$ (2,922.15)	Posted	Laz Parking
DD	0	33976	05/14/2025	\$ (578.80)	Posted	Mechanical Heating and Air Conditioning, Inc
DD	0	33977	05/14/2025	\$ (1,323.18)	Posted	MINITPRINT Inc d/b/a Docuprintnow
Check	198522	0	05/14/2025	\$ (9,700.00)	Posted	New Haven Village Suites
Check	198499	0	05/14/2025	\$ (3.04)	Posted	Regional Water Authority
Check	198500	0	05/14/2025	\$ (3.56)	Posted	Regional Water Authority
Check	198506	0	05/14/2025	\$ (3,190.00)	Posted	State Of Connecticut
Check	198501	0	05/14/2025	\$ (950.00)	Posted	Sylva Developers, LLC
DD	0	33978	05/14/2025	\$ (213,378.83)	Posted	The Glendower Group, Inc
Check	198511	0	05/14/2025	\$ (849.87)	Posted	Touch Them All Inc
Check	198502	0	05/14/2025	\$ (66.25)	Posted	United Illuminating
Check	198503	0	05/14/2025	\$ (88.58)	Posted	United Illuminating
Check	198504	0	05/14/2025	\$ (12,337.59)	Posted	United Illuminating
Check	198505	0	05/14/2025	\$ (11,635.95)	Posted	United Illuminating
Check	198512	0	05/14/2025	\$ (142.61)	Posted	United Illuminating
Check	198513	0	05/14/2025	\$ (572.31)	Posted	United Illuminating
Check	198514	0	05/14/2025	\$ (2,729.34)	Posted	United Illuminating
Check	198515	0	05/14/2025	\$ (4,082.67)	Posted	United Illuminating
Check	198516	0	05/14/2025	\$ (1,981.29)	Posted	United Illuminating
DD	0	33982	05/15/2025	\$ (725.00)	Posted	Ace Van & Storage, Inc.
Check	198523	0	05/15/2025	\$ (6,381.00)	Posted	AM/PM Glass & Metal Fab., LLC
Check	198524	0	05/15/2025	\$ (14,203.34)	Posted	Comcast Cable
Check	198525	0	05/15/2025	\$ (290.43)	Posted	Comcast Cable
Check	198526	0	05/15/2025	\$ (66.44)	Posted	Comcast Cable
Check	198527	0	05/15/2025	\$ (222.01)	Posted	Comcast Cable
DD	0	33983	05/15/2025	\$ (1,695.00)	Posted	Crown Castle Fiber LLC
DD	0	33985	05/15/2025	\$ (3,900.00)	Posted	Ed The Treeman
Check	198531	0	05/15/2025	\$ (132.20)	Posted	Frontier Communications of Company
Check	198532	0	05/15/2025	\$ (208.87)	Posted	Frontier Communications of Company
Check	198533	0	05/15/2025	\$ (172.61)	Posted	Frontier Communications of Company
Check	198534	0	05/15/2025	\$ (132.20)	Posted	Frontier Communications of Company
Check	198535	0	05/15/2025	\$ (147.29)	Posted	Frontier Communications of Company
Check	198536	0	05/15/2025	\$ (147.29)	Posted	Frontier Communications of Company
Check	198537	0	05/15/2025	\$ (290.28)	Posted	Frontier Communications of Company
Check	198538	0	05/15/2025	\$ (188.41)	Posted	Frontier Communications of Company
Check	198539	0	05/15/2025	\$ (173.33)	Posted	Frontier Communications of Company
Check	198540	0	05/15/2025	\$ (139.06)	Posted	Frontier Communications of Company
Check	198541	0	05/15/2025	\$ (132.20)	Posted	Frontier Communications of Company
Check	198542	0	05/15/2025	\$ (1,172.80)	Posted	Frontier Communications of Company
Check	198543	0	05/15/2025	\$ (132.20)	Posted	Frontier Communications of Company
Check	198544	0	05/15/2025	\$ (118.32)	Posted	Frontier Communications of Company
Check	198545	0	05/15/2025	\$ (151.29)	Posted	Frontier Communications of Company
Check	198546	0	05/15/2025	\$ (283.06)	Posted	Frontier Communications of Company
Check	198547	0	05/15/2025	\$ (132.20)	Posted	Frontier Communications of Company
DD	0	33986	05/15/2025	\$ (750.00)	Posted	Home Services & More, LLC
DD	0	33989	05/15/2025	\$ (1,525.00)	Posted	Indira S Hayat
DD	0	33987	05/15/2025	\$ (1,192.62)	Posted	Kone Inc.
Check	198528	0	05/15/2025	\$ (413.56)	Posted	Laura Harrell
Check	198529	0	05/15/2025	\$ (70.48)	Posted	Regional Water Authority
DD	0	33988	05/15/2025	\$ (5,796.40)	Posted	Reitman Personnel Services, Inc.
Check	198548	0	05/15/2025	\$ (1,662.54)	Posted	Southern Connecticut Gas
Check	198549	0	05/15/2025	\$ (1,679.44)	Posted	Southern Connecticut Gas
DD	0	33984	05/15/2025	\$ (3,319.48)	Posted	Sparks Security LLC
Check	198530	0	05/15/2025	\$ (1,015.93)	Posted	Touch Them All Inc
Check	198550	0	05/15/2025	\$ (1,816.12)	Posted	United Illuminating
Check	198551	0	05/15/2025	\$ (8,310.58)	Posted	United Illuminating
Check	198552	0	05/15/2025	\$ (1,472.59)	Posted	United Illuminating
Check	198553	0	05/15/2025	\$ (997.44)	Posted	United Illuminating

Check	198554	0	05/16/2025	\$ (4,904.50)	Posted		AM/PM Glass & Metal Fab., LLC
Check	198581	0	05/16/2025	\$ (8,440.73)	Posted		ARAMARK Uniform & Career Apparel
Check	198584	0	05/16/2025	\$ (11,940.00)	Posted		Came Inn Group, LLC dba Residence Inn by Marriott Milford
DD	0	33990	05/16/2025	\$ (4,873.31)	Posted		Cohen Key Shop
Check	198576	0	05/16/2025	\$ (1,123.58)	Posted		Connecticut Business and Industry Association Inc
Check	198555	0	05/16/2025	\$ (1,096.22)	Posted		Engie North America Inc
Check	198556	0	05/16/2025	\$ (3.01)	Posted		Engie North America Inc
Check	198557	0	05/16/2025	\$ (11.23)	Posted		Engie North America Inc
Check	198558	0	05/16/2025	\$ (61.32)	Posted		Engie North America Inc
Check	198559	0	05/16/2025	\$ (80.10)	Posted		Engie North America Inc
Check	198560	0	05/16/2025	\$ (191.59)	Posted		Frontier Communications of Company
Check	198582	0	05/16/2025	\$ -	Posted	05/16/2025	Hidden Quarry Association, Inc.
Check	198583	0	05/16/2025	\$ (209.02)	Posted		Hidden Quarry Association, Inc.
Check	198561	0	05/16/2025	\$ (3,955.24)	Posted		Home Depot
Check	198577	0	05/16/2025	\$ (1,900.00)	Posted		National Center For Housing Mgmt.
Check	198562	0	05/16/2025	\$ (1,530.00)	Posted		New Haven Village Suites
Check	198563	0	05/16/2025	\$ (30.98)	Posted		Regional Water Authority
Check	198564	0	05/16/2025	\$ (538.26)	Posted		Regional Water Authority
Check	198565	0	05/16/2025	\$ (489.70)	Posted		Regional Water Authority
Check	198566	0	05/16/2025	\$ (1,000.98)	Posted		Regional Water Authority
Check	198578	0	05/16/2025	\$ (211.64)	Posted		Skillpath Seminars
Check	198579	0	05/16/2025	\$ (211.64)	Posted		Skillpath Seminars
Check	198567	0	05/16/2025	\$ (1,693.08)	Posted		Southern Connecticut Gas
Check	198568	0	05/16/2025	\$ (390.80)	Posted		Southern Connecticut Gas
Check	198569	0	05/16/2025	\$ (1,013.18)	Posted		Southern Connecticut Gas
Check	198570	0	05/16/2025	\$ (2,314.64)	Posted		Southern Connecticut Gas
Check	198571	0	05/16/2025	\$ (2,878.75)	Posted		Southern Connecticut Gas
Check	198572	0	05/16/2025	\$ (6.50)	Posted		Southern Connecticut Gas
Check	198573	0	05/16/2025	\$ (92.00)	Posted		Southern Connecticut Gas
Check	198574	0	05/16/2025	\$ (4,903.24)	Posted		Southern Connecticut Gas
Check	198575	0	05/16/2025	\$ (1,703.55)	Posted		Southern Connecticut Gas
DD	0	33991	05/16/2025	\$ (382.00)	Posted		Tri-Con Construction Manager, Llc
Check	198580	0	05/16/2025	\$ (350.00)	Posted		Worker's Compensation Trust Inc
Check	198588	0	05/19/2025	\$ (422.00)	Posted		Angel McPhaul
DD	0	33992	05/19/2025	\$ (1,209.30)	Posted		Christopher Williams Architects, LLC
DD	0	33993	05/19/2025	\$ (2,825.00)	Posted		Enviromed Services, Inc.
Check	198589	0	05/19/2025	\$ (13,520.00)	Posted		G.L. Capasso, Inc
Check	198590	0	05/19/2025	\$ (67.00)	Posted		Natalya Troutman
Check	198585	0	05/19/2025	\$ (18,810.00)	Posted		New Haven Village Suites
Check	198586	0	05/19/2025	\$ (14,126.00)	Posted		Patriquin Architects, P.C.
Check	198591	0	05/19/2025	\$ (157.00)	Posted		Rosayda D Sanchez
Check	198587	0	05/19/2025	\$ (585.00)	Posted		Shaneka W Pittman
DD	0	33995	05/20/2025	\$ (103,861.38)	Posted		360 Management Group. Co.
DD	0	33996	05/20/2025	\$ (900.00)	Posted		Ace Van & Storage, Inc.
Check	198596	0	05/20/2025	\$ (5,799.36)	Posted		City of New Haven
Check	198597	0	05/20/2025	\$ (238.49)	Posted		Comcast Cable
Check	198598	0	05/20/2025	\$ (812.20)	Posted		Delta Dental of New Jersey, Inc
Check	198599	0	05/20/2025	\$ (4,436.24)	Posted		Engie North America Inc
Check	198600	0	05/20/2025	\$ (5.72)	Posted		Engie North America Inc
Check	198601	0	05/20/2025	\$ (6,156.43)	Posted		Engie North America Inc
Check	198602	0	05/20/2025	\$ (13,478.54)	Posted		Engie North America Inc
Check	198603	0	05/20/2025	\$ (2,775.80)	Posted		Engie North America Inc
Check	198604	0	05/20/2025	\$ (80.44)	Posted		Engie North America Inc
Check	198605	0	05/20/2025	\$ (2.05)	Posted		Engie North America Inc
Check	198606	0	05/20/2025	\$ (16.52)	Posted		Engie North America Inc
Check	198607	0	05/20/2025	\$ (4.54)	Posted		Engie North America Inc
Check	198608	0	05/20/2025	\$ (6.00)	Posted		Engie North America Inc
Check	198609	0	05/20/2025	\$ (1,585.45)	Posted		Frontier Communications of Company
Check	198626	0	05/20/2025	\$ (375.96)	Posted		Frontier Communications of Company
Check	198627	0	05/20/2025	\$ (299.79)	Posted		Frontier Communications of Company
Check	198610	0	05/20/2025	\$ (5,598.10)	Posted		Infoshred, LLC
Check	198592	0	05/20/2025	\$ (25.00)	Posted		Michelle Gary
Check	198593	0	05/20/2025	\$ (45.00)	Posted		Michelle Gary
Check	198611	0	05/20/2025	\$ (33,002.08)	Posted		Oxford Health Plans, LLC
Check	198612	0	05/20/2025	\$ (1,617.68)	Posted		Regional Water Authority
Check	198613	0	05/20/2025	\$ (1,939.41)	Posted		Regional Water Authority
Check	198628	0	05/20/2025	\$ (3,942.96)	Posted		Regional Water Authority
Check	198629	0	05/20/2025	\$ (1,000.98)	Posted		Regional Water Authority
Check	198614	0	05/20/2025	\$ (820.61)	Posted		Southern Connecticut Gas
Check	198615	0	05/20/2025	\$ (1,157.29)	Posted		Southern Connecticut Gas
Check	198616	0	05/20/2025	\$ (502.75)	Posted		Southern Connecticut Gas
Check	198617	0	05/20/2025	\$ (2,741.96)	Posted		Southern Connecticut Gas
Check	198618	0	05/20/2025	\$ (1,929.00)	Posted		Standard Insurance Company.
Check	198619	0	05/20/2025	\$ (1,625.04)	Posted		Standard Insurance Company.
Check	198594	0	05/20/2025	\$ (125.00)	Posted		Tenequa Dailey
Check	198595	0	05/20/2025	\$ (45.00)	Posted		Tenequa Dailey
DD	0	33994	05/20/2025	\$ (5,973.00)	Posted		The Glendower Group, Inc
Check	198630	0	05/20/2025	\$ (256.60)	Posted		United Illuminating
Check	198631	0	05/20/2025	\$ (27,777.40)	Posted		United Illuminating

Check	198620	0	05/20/2025	\$	(518.75)	Posted	W.B. Mason Company Inc
Check	198621	0	05/20/2025	\$	(975.60)	Posted	Water Pollution Control
Check	198622	0	05/20/2025	\$	(4,311.18)	Posted	Water Pollution Control
Check	198623	0	05/20/2025	\$	(3,058.38)	Posted	Water Pollution Control
Check	198624	0	05/20/2025	\$	(3,411.00)	Posted	Water Pollution Control
Check	198625	0	05/20/2025	\$	(816.66)	Posted	Water Pollution Control
DD	0	33997	05/21/2025	\$	(7,950.00)	Posted	Ace Van & Storage, Inc.
DD	0	33998	05/21/2025	\$	(6,550.00)	Posted	Enviromed Services, Inc.
Check	198635	0	05/21/2025	\$	(20,873.10)	Posted	Home Depot
DD	0	33999	05/21/2025	\$	(7,743.50)	Posted	Pullman & Comley, LLC
Check	198634	0	05/21/2025	\$	(679.26)	Posted	United Illuminating
Check	198632	0	05/21/2025	\$	(7,327.00)	Posted	USA Institutional Tax Credit Fund LXXXVII L.P
Check	198633	0	05/21/2025	\$	(10,944.00)	Posted	USA Institutional Tax Credit Fund LXXXVII L.P
DD	0	34001	05/22/2025	\$	(193,786.23)	Posted	360 Management Group. Co.
Check	198675	0	05/22/2025	\$	(27,129.50)	Posted	AMG Plumbing Mechanical LLC
DD	0	34007	05/22/2025	\$	(28,442.35)	Posted	B&H Foto & Electronics Corp
DD	0	34008	05/22/2025	\$	(3,621.50)	Posted	Cohen Key Shop
Check	198652	0	05/22/2025	\$	(629.68)	Posted	Comcast Cable
Check	198676	0	05/22/2025	\$	(280.42)	Posted	Comcast Cable
Check	198681	0	05/22/2025	\$	(86.07)	Posted	Frontier Communications of Company
Check	198682	0	05/22/2025	\$	(100.39)	Posted	Frontier Communications of Company
Check	198677	0	05/22/2025	\$	(365.39)	Posted	HD Supply Facilities Maintenance, Ltd
DD	0	34003	05/22/2025	\$	(2,501.00)	Posted	Home Services & More, LLC
DD	0	34002	05/22/2025	\$	(51,451.00)	Posted	Housing Authority of the City of New Haven
Check	198678	0	05/22/2025	\$	(25.85)	Posted	Infoshred, LLC
Check	198694	0	05/22/2025	\$	(482.38)	Posted	Johnson Controls US Holdings LLC
DD	0	34004	05/22/2025	\$	(16,666.66)	Posted	Kelly Group Consultants LLC
Check	198636	0	05/22/2025	\$	(94.61)	Posted	Regional Water Authority
Check	198637	0	05/22/2025	\$	(597.35)	Posted	Regional Water Authority
Check	198638	0	05/22/2025	\$	(8,049.38)	Posted	Regional Water Authority
Check	198639	0	05/22/2025	\$	(3,889.01)	Posted	Regional Water Authority
Check	198640	0	05/22/2025	\$	(1,026.37)	Posted	Regional Water Authority
Check	198641	0	05/22/2025	\$	(1,258.43)	Posted	Regional Water Authority
Check	198642	0	05/22/2025	\$	(1,714.30)	Posted	Regional Water Authority
Check	198653	0	05/22/2025	\$	(4,463.73)	Posted	Regional Water Authority
Check	198654	0	05/22/2025	\$	(1,425.65)	Posted	Regional Water Authority
Check	198655	0	05/22/2025	\$	(1,581.58)	Posted	Regional Water Authority
Check	198656	0	05/22/2025	\$	(1,102.86)	Posted	Regional Water Authority
Check	198657	0	05/22/2025	\$	(4,480.60)	Posted	Regional Water Authority
Check	198658	0	05/22/2025	\$	(2,364.34)	Posted	Regional Water Authority
Check	198659	0	05/22/2025	\$	(743.22)	Posted	Regional Water Authority
Check	198660	0	05/22/2025	\$	(806.53)	Posted	Regional Water Authority
Check	198661	0	05/22/2025	\$	(444.67)	Posted	Regional Water Authority
Check	198662	0	05/22/2025	\$	(643.28)	Posted	Regional Water Authority
Check	198663	0	05/22/2025	\$	(3,201.63)	Posted	Regional Water Authority
Check	198664	0	05/22/2025	\$	(1,185.70)	Posted	Regional Water Authority
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Check	198666	0	05/22/2025	\$	(4,456.72)	Posted	Regional Water Authority
Check	198667	0	05/22/2025	\$	(1,319.39)	Posted	Regional Water Authority
Check	198668	0	05/22/2025	\$	(551.78)	Posted	Regional Water Authority
Check	198669	0	05/22/2025	\$	(1,597.17)	Posted	Regional Water Authority
Check	198670	0	05/22/2025	\$	(1,476.58)	Posted	Regional Water Authority
Check	198671	0	05/22/2025	\$	(298.90)	Posted	Regional Water Authority
Check	198672	0	05/22/2025	\$	(763.93)	Posted	Regional Water Authority
Check	198673	0	05/22/2025	\$	(439.61)	Posted	Regional Water Authority
Check	198683	0	05/22/2025	\$	(447.54)	Posted	Regional Water Authority
Check	198684	0	05/22/2025	\$	(1,398.61)	Posted	Regional Water Authority
Check	198685	0	05/22/2025	\$	(2,799.65)	Posted	Regional Water Authority
Check	198686	0	05/22/2025	\$	(241.68)	Posted	Regional Water Authority
Check	198687	0	05/22/2025	\$	(6,685.20)	Posted	Regional Water Authority
Check	198688	0	05/22/2025	\$	(104.75)	Posted	Regional Water Authority
Check	198689	0	05/22/2025	\$	(1,158.12)	Posted	Regional Water Authority
Check	198690	0	05/22/2025	\$	(5,192.20)	Posted	Regional Water Authority
Check	198691	0	05/22/2025	\$	(783.37)	Posted	Regional Water Authority
Check	198692	0	05/22/2025	\$	(3,867.97)	Posted	Regional Water Authority
Check	198693	0	05/22/2025	\$	(2,561.85)	Posted	Regional Water Authority
Check	198695	0	05/22/2025	\$	(5,425.38)	Posted	Regional Water Authority
Check	198696	0	05/22/2025	\$	(128.66)	Posted	Regional Water Authority
DD	0	34000	05/22/2025	\$	(5,796.40)	Posted	Reitman Personnel Services, Inc.
DD	0	34005	05/22/2025	\$	(6,539.83)	Posted	Sparks Security LLC
DD	0	34009	05/22/2025	\$	(4,258.46)	Posted	Sparks Security LLC
Check	198674	0	05/22/2025	\$	(478.44)	Posted	Standard Insurance Company.
DD	0	34006	05/22/2025	\$	(504.00)	Posted	The Computer Company Inc
Check	198679	0	05/22/2025	\$	(787.56)	Posted	W.B. Mason Company Inc
Check	198643	0	05/22/2025	\$	(9,768.96)	Posted	Water Pollution Control
Check	198644	0	05/22/2025	\$	(451.26)	Posted	Water Pollution Control
Check	198645	0	05/22/2025	\$	(1,594.44)	Posted	Water Pollution Control
Check	198646	0	05/22/2025	\$	(3,880.80)	Posted	Water Pollution Control
Check	198647	0	05/22/2025	\$	(2,126.88)	Posted	Water Pollution Control

Check	198648	0	05/22/2025	\$	(44.10)	Posted	Water Pollution Control
Check	198649	0	05/22/2025	\$	(550.44)	Posted	Water Pollution Control
Check	198650	0	05/22/2025	\$	(12,791.34)	Posted	Water Pollution Control
Check	198680	0	05/22/2025	\$	(75.00)	Posted	Yale New Haven Hospital
Check	198651	0	05/22/2025	\$	(195.60)	Posted	Yale Termite & Pest Elimination Corp.
DD	0	34010	05/23/2025	\$	(3,420.00)	Posted	212 Exchange Street LLC
Check	198698	0	05/23/2025	\$	(706.21)	Posted	Aramark Refreshment Services
Check	198699	0	05/23/2025	\$	(2,500.00)	Posted	Connecticut Voices For Children
Check	198700	0	05/23/2025	\$	(10,080.52)	Posted	Laz Parking
Check	198701	0	05/23/2025	\$	(9,853.98)	Posted	Laz Parking
Check	198702	0	05/23/2025	\$	(5,508.00)	Posted	Laz Parking
Check	198697	0	05/23/2025	\$	(290.00)	Posted	Miretzy Torres
Check	198703	0	05/23/2025	\$	(90.00)	Posted	New Haven Parking Authority
Check	198704	0	05/23/2025	\$	(137.00)	Posted	New Haven Parking Authority
Check	198705	0	05/23/2025	\$	(5,050.00)	Posted	Quadient Finance USA, INC
Check	198706	0	05/23/2025	\$	(699.90)	Posted	W.B. Mason Company Inc
DD	0	34011	05/27/2025	\$	(18,981.94)	Posted	360 Management Group. Co.
Check	198707	0	05/27/2025	\$	(201.00)	Posted	Ana Bertha Paredes Obregon
Check	198708	0	05/27/2025	\$	(422.00)	Posted	Angel McPhaul
Check	198709	0	05/27/2025	\$	(215.00)	Posted	Bertha L McArthur
Check	198710	0	05/27/2025	\$	(461.00)	Posted	Caroline Contreras
DD	0	34016	05/27/2025	\$	(5,000.00)	Posted	Censere Consulting, LLC
Check	198711	0	05/27/2025	\$	(1,243.00)	Posted	Deloris A Watson
DD	0	34012	05/27/2025	\$	(2,485.00)	Posted	Enviromed Services, Inc.
Check	198712	0	05/27/2025	\$	(1,750.00)	Posted	Ferdinand Escoffery
DD	0	34013	05/27/2025	\$	(214.00)	Posted	Glendower Ribicoff, LLC
Check	198713	0	05/27/2025	\$	(603.00)	Posted	Keionna Murphy
Check	198714	0	05/27/2025	\$	(40,000.00)	Posted	Marcum LLP
Check	198715	0	05/27/2025	\$	(67.00)	Posted	Natalya Troutman
Check	198721	0	05/27/2025	\$	(113.00)	Posted	Raven Taylor
Check	198716	0	05/27/2025	\$	(157.00)	Posted	Rosayda D Sanchez
Check	198717	0	05/27/2025	\$	(585.00)	Posted	Shaneka W Pittman
Check	198718	0	05/27/2025	\$	(506.00)	Posted	Shelton Investments LLC
Check	198719	0	05/27/2025	\$	(251.00)	Posted	Stephanie Marie Cox
Check	198720	0	05/27/2025	\$	(209.00)	Posted	Traci Frasier
DD	0	34014	05/27/2025	\$	(165,925.47)	Posted	Tri-Con Construction Manager, Llc
DD	0	34015	05/27/2025	\$	(21,010.94)	Posted	WSP USA Inc.
DD	0	34022	05/28/2025	\$	(2,722.39)	Posted	360 Management Group. Co.
Check	198754	0	05/28/2025	\$	(2,386.96)	Posted	Advance Security Integration LLC dba Security 101
Check	198747	0	05/28/2025	\$	(307.97)	Posted	Aramark Refreshment Services
Check	198755	0	05/28/2025	\$	(624.43)	Posted	Canon Solutions America Inc.
Check	198722	0	05/28/2025	\$	(359.37)	Posted	Comcast Cable
Check	198723	0	05/28/2025	\$	(303.35)	Posted	Comcast Cable
Check	198724	0	05/28/2025	\$	(303.35)	Posted	Comcast Cable
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Check	198728	0	05/28/2025	\$	(203.35)	Posted	Comcast Cable
DD	0	34023	05/28/2025	\$	(833.00)	Posted	Crumbie Law Group, LLC
Check	198756	0	05/28/2025	\$	(750.00)	Posted	Eagle Elevator Company, Inc.
DD	0	34018	05/28/2025	\$	(2,090.34)	Posted	ECC Group III RAD, LLC
DD	0	34019	05/28/2025	\$	(1,640.00)	Posted	Ed The Treeman
Check	198757	0	05/28/2025	\$	(272.01)	Posted	Frontier Communications of Company
Check	198758	0	05/28/2025	\$	(591.29)	Posted	Frontier Communications of Company
Check	198759	0	05/28/2025	\$	(132.20)	Posted	Frontier Communications of Company
Check	198760	0	05/28/2025	\$	(132.20)	Posted	Frontier Communications of Company
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Check	198770	0	05/28/2025	\$	(365.27)	Posted	Frontier Communications of Company
Check	198771	0	05/28/2025	\$	(402.51)	Posted	Frontier Communications of Company
Check	198772	0	05/28/2025	\$	(9,670.00)	Posted	G.L. Capasso, Inc
DD	0	34017	05/28/2025	\$	(2,002.08)	Posted	Gilson Software Solutions - PHA, LLC.
Check	198729	0	05/28/2025	\$	(20,464.65)	Posted	HD Supply Facilities Maintenance, Ltd
DD	0	34024	05/28/2025	\$	(168.00)	Posted	Housing Authority of the City of New Haven
DD	0	34020	05/28/2025	\$	(5,000.00)	Posted	Housing Insurance Services, Inc.
Check	198773	0	05/28/2025	\$	(36.50)	Posted	Infoshred, LLC
Check	198730	0	05/28/2025	\$	(2,299.50)	Posted	Jasmine Ruiz
DD	0	34021	05/28/2025	\$	(665.00)	Posted	La Voz Hispana Newsprint
Check	198731	0	05/28/2025	\$	(276.04)	Posted	Legal Shield
Check	198732	0	05/28/2025	\$	(200.00)	Posted	Maritza Baez
Check	198733	0	05/28/2025	\$	(54.74)	Posted	Melody Ramos
Check	198734	0	05/28/2025	\$	(11.98)	Posted	Melody Ramos

Check	198735	0	05/28/2025	\$ -	Posted	05/30/2025	New Holdings, LLC
Check	198736	0	05/28/2025	\$ (2,283.32)	Posted		Regional Water Authority
Check	198737	0	05/28/2025	\$ (128.66)	Posted		Regional Water Authority
Check	198738	0	05/28/2025	\$ (4,550.46)	Posted		Regional Water Authority
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Check	198750	0	05/28/2025	\$ (71.34)	Posted		Southern Connecticut Gas
Check	198751	0	05/28/2025	\$ (635.92)	Posted		Southern Connecticut Gas
Check	198752	0	05/28/2025	\$ (937.63)	Posted		Southern Connecticut Gas
Check	198775	0	05/28/2025	\$ (149.25)	Posted		Southern Connecticut Gas
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Check	198753	0	05/28/2025	\$ (180.31)	Posted		Tyco Intergrated Security, LLC
Check	198740	0	05/28/2025	\$ (37.64)	Posted		United Illuminating
Check	198741	0	05/28/2025	\$ (362.19)	Posted		United Illuminating
Check	198742	0	05/28/2025	\$ (25.35)	Posted		United Illuminating
Check	198743	0	05/28/2025	\$ (174.34)	Posted		United Illuminating
Check	198744	0	05/28/2025	\$ (166.17)	Posted		United Illuminating
Check	198745	0	05/28/2025	\$ (22,656.49)	Posted		United Illuminating
Check	198776	0	05/28/2025	\$ (12,000.11)	Posted		United Illuminating
Check	198777	0	05/28/2025	\$ (8,229.69)	Posted		United Illuminating
Check	198852	0	05/29/2025	\$ (5,419.92)	Posted		AMG Plumbing Mechanical LLC
Check	198853	0	05/29/2025	\$ (1,339.75)	Posted		Johnson Controls US Holdings LLC
DD	0	34030	05/29/2025	\$ (2,115.00)	Posted		La Voz Hispana Newsprint
Check	198854	0	05/29/2025	\$ (4,160.75)	Posted		Marcum LLP
DD	0	34031	05/29/2025	\$ (24,859.09)	Posted		Otis Elevator Company
DD	0	34032	05/29/2025	\$ (176.80)	Posted		Ringcentral, Inc
DD	0	34033	05/29/2025	\$ (6,638.96)	Posted		Sparks Security LLC
DD	0	34034	05/29/2025	\$ (23,875.00)	Posted		The Computer Company Inc
Check	198855	0	05/29/2025	\$ (1,138.35)	Posted		United Illuminating
Check	198856	0	05/29/2025	\$ (389.53)	Posted		United Illuminating
Check	198857	0	05/29/2025	\$ (980.13)	Posted		United Illuminating
Check	198858	0	05/29/2025	\$ (629.50)	Posted		United Illuminating
Check	198859	0	05/29/2025	\$ (771.19)	Posted		United Illuminating
Check	198860	0	05/29/2025	\$ (905.66)	Posted		United Illuminating
Check	198861	0	05/29/2025	\$ (1,100.21)	Posted		United Illuminating
Check	198862	0	05/29/2025	\$ (19.13)	Posted		United Illuminating
Check	198863	0	05/29/2025	\$ (24.31)	Posted		United Illuminating
Check	198864	0	05/29/2025	\$ (60.54)	Posted		United Illuminating
Check	198865	0	05/29/2025	\$ (119.25)	Posted		United Illuminating
Check	198866	0	05/29/2025	\$ (3,471.35)	Posted		United Illuminating
Check	198867	0	05/29/2025	\$ (139.94)	Posted		United Illuminating
Check	198868	0	05/29/2025	\$ (1,237.89)	Posted		United Illuminating
Check	198869	0	05/29/2025	\$ (1,032.68)	Posted		United Illuminating
Check	198870	0	05/29/2025	\$ (2,544.06)	Posted		United Illuminating
Check	198871	0	05/29/2025	\$ (387.90)	Posted		United Illuminating
Check	198872	0	05/29/2025	\$ (14,894.05)	Posted		United Illuminating
Check	198873	0	05/29/2025	\$ (2,819.64)	Posted		United Illuminating
Check	198874	0	05/29/2025	\$ (2,466.95)	Posted		United Illuminating
Check	198875	0	05/29/2025	\$ (1,644.83)	Posted		United Illuminating
Check	198876	0	05/29/2025	\$ (2,220.91)	Posted		United Illuminating
Check	198877	0	05/29/2025	\$ (1,579.55)	Posted		United Illuminating
Check	198878	0	05/29/2025	\$ (2,281.81)	Posted		United Illuminating
Check	198879	0	05/29/2025	\$ (1,833.35)	Posted		United Illuminating
Check	198880	0	05/29/2025	\$ (26.49)	Posted		United Illuminating
Check	198881	0	05/29/2025	\$ (1,862.08)	Posted		United Illuminating
Check	198882	0	05/29/2025	\$ (1,109.93)	Posted		United Illuminating
Check	198883	0	05/29/2025	\$ (29.21)	Posted		United Illuminating
Check	198884	0	05/29/2025	\$ (140.84)	Posted		United Illuminating
Check	198885	0	05/29/2025	\$ (36.16)	Posted		United Illuminating
Check	198886	0	05/29/2025	\$ (18.94)	Posted		United Illuminating
Check	198887	0	05/29/2025	\$ (123.68)	Posted		W.B. Mason Company Inc
Check	198888	0	05/30/2025	\$ (192.78)	Posted		Daniel Ramos
Check	198889	0	05/30/2025	\$ (2,139.00)	Posted		New Holdings, LLC

Total Payments Issued \$ (2,811,811.27)

ELM CITY COMMUNITIES

PRESIDENT'S REPORT



**JUNE
2025**



FROM THE OFFICE OF OUR PRESIDENT

We are currently in the testing phase of Yardi and are thrilled about how this platform will enhance our operations and improve efficiency.

Recently, Edward Lachance had the privilege of presenting at the American Bar Association Forum on Affordable Housing, focusing on our HUD Section 202 and Rental Assistance Demonstration (RAD) Programs.

For the third consecutive year, the ECC/HANH/360 MGT team participated in the Freddie Fixer Parade. We had a fantastic time engaging with the community and showcasing our efforts to help families progress. This event allowed us to share updates about our waitlist and provide information on our YouthBuild program, which is set to launch in July. A heartfelt thank you to all team members who contributed to these community events, and a special shoutout to Ed Moore for his unwavering support and leadership.

Happy Graduation Day! Today marks our annual Board of Commissioners meeting, where we come together to celebrate the graduating Class of 2025. This event is a wonderful occasion to recognize our graduates and learn about their future aspirations. ECC is proud to support the dreams of our youth.

Our team continues to work toward our strategic pillars:

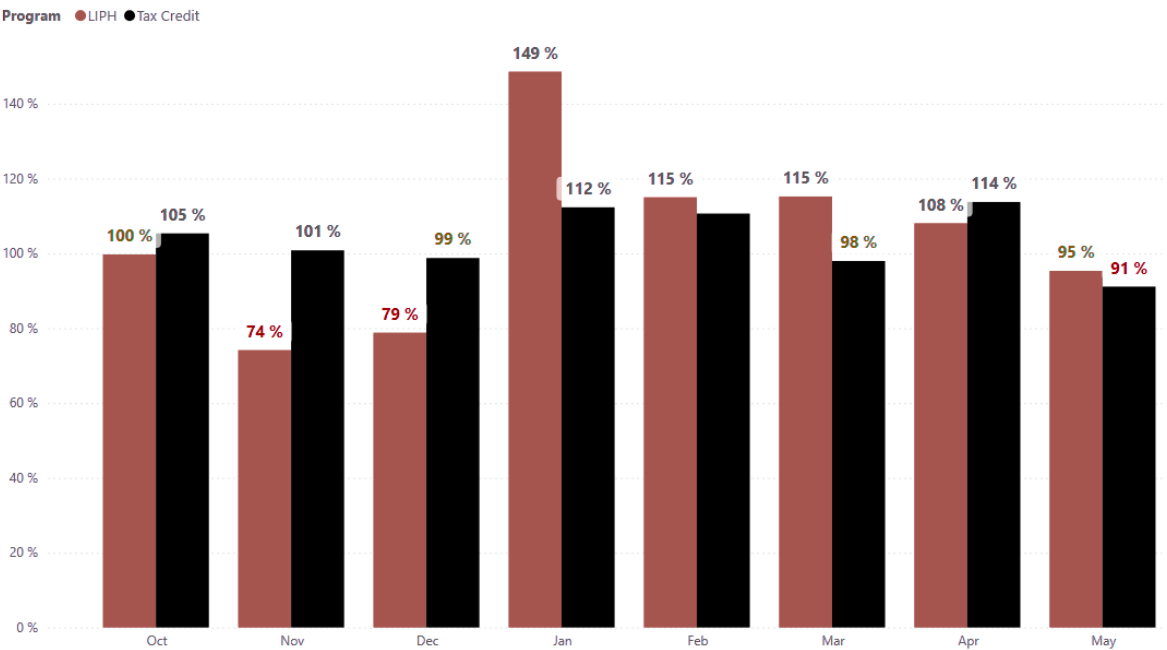
- House more families (more quickly) in the highest quality housing in communities of their choice
- Support residents' ability to live their best life and achieve goals that move them toward greater housing and life choices
- Cost effective and cost-efficient delivery of services in ways that maximize impact in our community (jobs, contracting, economic development) and
- Spark policy change that creates growth in housing market especially for families in need of affordable housing

CONTRACT UPDATES

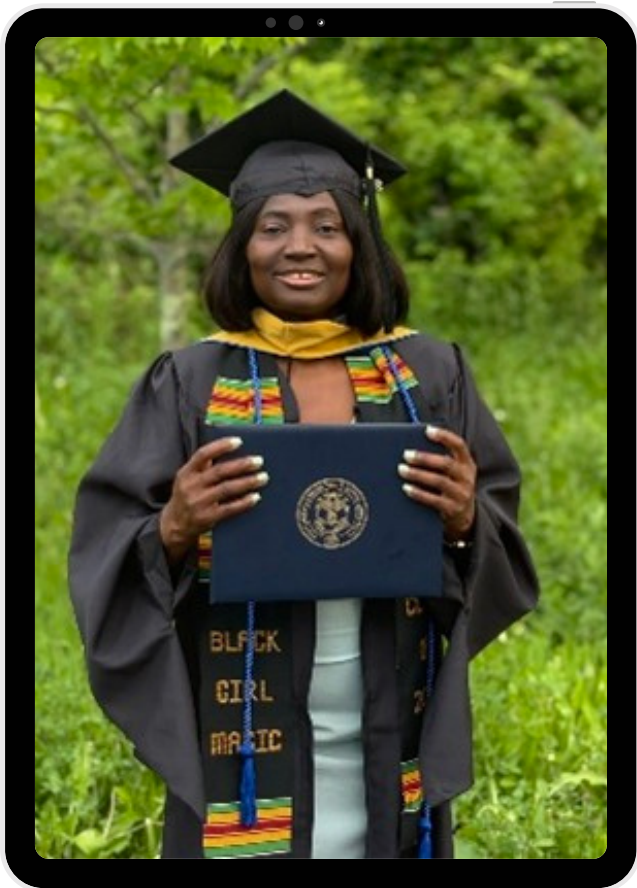
- #1 Contract with Reitman Personnel Services, Inc. (PO # 22757-1374) extending contract terms from May 25, 2025, until August 25, 2025

OPERATIONS

Rent Collection by Month (Target 95%)



COMMUNITY ECONOMIC DEVELOPMENT



#1– Teacher in Residence Welcome Party
We hosted a welcome celebration for Mrs. Busby, our incoming Teacher in Residence. Over 20 youth from McConaughy and Valley Street joined in, creating welcome cards and enjoying pizza as they met and welcomed her to the community. She is set to move in June.

#2– N.B was approved \$250,000 by mortgage lender and currently looking for a home or condo. She is currently working with both a lender and a realtor as she plans to relocate to the South. Since the revamp of the CARES program, she has raised her credit score by 40 points and increased her household income from \$28,000 in 2014 to \$88,000 in 2025. Resident has shown great dedication and is expected to graduate from the program soon.

#3– Digital Ambassador Launch
At Mill River, the Digital Ambassador Program officially launched on May 1st. The community computer lab is now open to all residents on Mondays and Wednesdays. TH, a graduate of the CFAL program, serves as the Digital Ambassador and is on site to provide support to resident accessing the Computer Lab during open hours.

PLANNING & MODERNIZATION

HUD Housing Related Hazards

ECC was awarded a \$3,999,993 Housing Related Hazards grant to address the following Hazards at Scattered Sites, Essex, Crawford Manor, Wolfe: Smoke and Carbon monoxide, Radon, Mold and Vermin (high-rise buildings). Smoke and carbon monoxide detector installation tasks began in August 2024 and are in progress. Current obligation of funds is 100% and expenditure of funds at 81%.

- Scattered Sites East and West upgrades: Three IQC architectural firms were engaged to perform needs assessments and identify priority work. They are now preparing construction documents for bid solicitations.
- Scattered Sites Multifamily upgrades: P&M Department staff is performing similar needs assessments in the scattered sites multifamily developments and working with IQC architects to prepare construction documents for bid.

THE GLENDOWER GROUP

Westville Manor

- The Authority submitted a 9% LIHTC application in November 2016 to complete the offsite component on the Rockview Phase II site and was awarded. - Contract closing for Rockview Phase 2 completed in 2021 and is fully occupied.
- The Authority issued an RFQ for a Master Planner for Westville Manor site and selected a team composed of Ken Boroson Architects and Torti Gallas Planners.
- The master Planning Team held a series of meetings and charrettes in September 2018 and will completed a final recommendation to stakeholders in January 2019.
- It was determined that a Planned Development District (PDD) was the best approach to the redevelopment of the site. A PDD application was submitted to the City of New Haven in January 2019 that will include the redevelopment of 109 units on site of which 80% will be RAD replacement units and 20% unrestricted. The Board of Alders approved the PDD in April 2019.
- The project is now being modeled to determine the best method to obtain project financing.

RAD Portfolio Award

- The Authority received a portfolio award, inclusive of 12 developments, with 11 being completed and detailed herein. The last remaining project is Valley Townhomes which is in the final conversion stage.
- Final construction completion other than minor site work and finishing items was completed in June 2024.
- Ribbon-cutting held on June 28 2024.
- Conversion to permanent financing targeted for June 2025.

McConaughy Terrace

- For the purpose of Financing Glendower bifurcated the redevelopment into two phases – 4% and 9% Low Income Housing Tax Credit applications.
- Glendower McConaughy Terrace 4%, LLC will consist of 92 affordable units and Glendower McConaughy Terrace 9%, LLC will consist of 104 affordable and 26 market rate units.
- Submitted a LIHTC Hybrid application to CHFA in 2021. Application awarded funding for both the 4% and 9% phases.
- Dual Closing completed on November 28, 2023 and construction targeted for completion in June 2025.

Scattered Sites

- Scattered site is multifamily redevelopment which includes 88 units located in the Fair Haven Heights area. The project will be redeveloped using RAD vouchers and LIHTC 4% funding.
- Submitted a 9% LIHTC application on January 12, 2022. Project was not awarded.
- Anticipated closing in FY2026.

**THE GLENDOWER
GROUP****34 Level Street/The Heights at Westrock**

- Submitted a HUD Section 202 Supportive Housing for the Elderly application to HUD in January 2023 and was awarded the 202 grant and associated rental subsidy in October 2023.
- The development includes 50 supportive housing units.
- DECD Brownfields award of \$999,000 received assist in clean up and removal of former nursing home.
- HUD Firm Application approval executed in May 2025 and Closing anticipated to be in the 1stquarter of 2026.

St Luke's Apartments, Whalley Ave.

- Partnering to take over a struggling pre-development project being managed by St. Lukes Development Corp.
- Submitted a CIF application on June 30, 2023 and awarded \$7MM in CIF funds that consists of \$6MM for new construction and \$1MM for the City of New Haven infrastructure.
- The development includes 49 housing units, including 44 RAD project-based voucher units using Rebuild Restore vouchers and additional LIHTC affordable units.
- Closing anticipated for the 1st quarter of 2026.

Newhallville Development, 201 Hazel Street

- Partnering to redevelop a currently vacant site at 250 Hazel Street with Newhallville Development Corp.
- The development includes up to 63 affordable units, 50 affordable and 13 market rate.
- A CIF application will be submitted in the fall 2025 round.

Union Square/Robert T. Wolfe & Former Church Street South

- The Authority submitted a Choice Neighborhood Planning Grant application in April 2023 to complete the redevelopment of Robert T. Wolfe site and was awarded. – Notice of Award occurred on September 15, 2023.
- The Transformation Plan was submitted in March 2025 and is under review by HUD.

Eastview Terrace Conversion

- The Project's 15-year initial Low-Income Tax Credit ("LIHTC") Compliance Period ("Compliance Period") ended in December 2023 and has purchased the property outright Investor buyout completed on September 4, 2024.
- Architect and Construction Manager in-place with an anticipated closing in 1stquarter of 2026.

Henry Street

- The Authority purchased 3 properties at 133, 135 and 137 Henry Street
- The Glendower Group solicited for Architects and selected Russell & Dawson as Architect \ and is working on As-Built drawings
- 100% Construction documents are expected to be issued by September 2026.

MEMORANDUM

TO: Board of Commissioners

DATE: June 17, 2025

FROM: Shenae Draughn, President

RE: Approving and Accepting the FYE 2024 Audited Consolidated Financial Statements for the Housing Authority of the City of New Haven, D/B/A Elm City Communities

ACTION: Recommend that the Board of Commissioners adopt Resolution # **06-39/25-R**

TIMING: Immediately

DISCUSSION: Marcum LLP completed the FYE 2024 audit of the Consolidated Financial Statements for the Housing Authority of the City of New Haven (HANH), D/B/A Elm City Communities (ECC). The Consolidated Financial Statements for HANH include two Discretely Presented Component Units – The Glendower Group, Inc. (Glendower) and 360 Management Group, Co. (360).

The HANH audit was conducted in accordance with GAAP (Generally Accepted Accounting Principles) and the standards applicable to financial audits contained in Government Auditing Standards. Based on the audits, Marcum LLP has issued an Unmodified Opinion on the Consolidated Financial Statements for HANH and its component units.

There were no deficiencies in internal control and no audit finding regarding the Financial Statements for FY 2024.

Key comparative financial results are as follows:

Glendower reflects the consolidated financial statements for the accounts of Glendower, its wholly owned subsidiaries, and Glendower as the managing members of [13] affordable housing sites for FY 2024.

360 Management began its own financial reports in FY 2018; all revenues and expenses functionally related to the Corporation's management of affordable housing programs were reported separately under Glendower in FY 2018. Since then, 360 Management has its own independent audit beginning in FY 2019.

Accompanying this resolution is a draft copy of the Audit Report, which includes the Management Discussion & Analysis and Summary of Activities and the Financial Data Schedule (FDS), which is the structured financial results by business grouping required for submission to HUD.

Fiscal Impact: \$0.00

Staff: John Rafferty, Sr. VP of Finance, I.T. & Administration

Statement of Financial Position	FY 2024	FY 2023
HANH:		
Total HANH Assets	527,616,513	441,604,280
Total HANH Liabilities	(9,958,883)	(9,401,417)
Total HANH Net Position	517,657,630	432,202,863
Component Units:		
Total Glendower Assets	421,467,982	353,522,109
Total Glendower Liabilities	(356,721,193)	(282,263,075)
Total Glendower Net Position	64,746,789	71,259,034
Total 360 Management Assets	442,137	529,448
Total 360 Management Liabilities	(3,422,198)	(3,546,995)
Total 360 Management Net Position	(2,980,061)	(3,017,547)
Statement of Revenues and Expenses	FY 2024	FY 2023
HANH:		
Total HANH Revenues	191,764,942	130,611,536
Total HANH Expenses	(106,310,175)	(100,675,298)
Change in HANH Net Position	85,454,767	29,936,238
Net Position - Beginning of Year	432,202,863	402,266,625
Net Position - End of Year	517,657,630	432,202,863
Component Units:		
Total Glendower Revenues	31,538,706	22,846,347
Total Glendower Expenses	(46,654,686)	(39,042,236)
Change in Glendower Net Assets	(15,115,980)	(16,195,889)
LLC's Equity Transactions	8,603,735	8,125,132
Glendower Net Assets - Beg of Yr	71,259,034	79,329,791
Glendower Net Assets - End of Yr	64,746,789	71,259,034
Total 360 Management Revenues	4,376,352	4,005,840
Total 360 Management Expenses	(4,338,867)	(4,435,948)
Change in 360 Management Net Deficit	37,485	(430,108)
360 Management Net Deficit - Beg of Yr	(3,017,546)	(2,587,438)
360 Management Net Deficit - End of Yr	(2,980,061)	(3,017,546)

ELM CITY COMMUNITIES

Housing Authority of The City of New Haven

RESOLUTION # 06-39/25-R

APPROVING AND ACCEPTING THE FYE 2024 AUDITED CONSOLIDATED FINANCIAL STATEMENTS FOR THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN, D/B/A ELM CITY COMMUNITIES.

WHEREAS, Marcum LLP completed the audit of the FYE 2024 Consolidated Financial Statements for The Housing Authority of the City of New Haven (HANH) in accordance with GAAP (Generally Accepted Accounting Principles); and

WHEREAS, the Consolidated Financial Statements have an Unmodified (i.e. clean) Opinion for HANH and its component units (the Glendower Group, Inc. and 360 Management Group, Co.).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN, THAT:

1. The Board of Directors hereby approves and accepts the FYE September 30, 2024 Audited Consolidated Financial Statements; and
2. The President/Executive Director is hereby authorized and empowered to accept the FYE September 30, 2024 Audited Consolidated Financial Statements for the Housing Authority of the City of New Haven, D/B/A Elm City Communities, as set forth in this Resolution and to take any and all steps necessary to effectuate the purposes of this Resolution; and
3. This Resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, June 17, 2025.

Shenae Draughn
Secretary/President

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By:_____
Rolan Joni Young, Esq.
A Partner

**HOUSING AUTHORITY OF THE CITY OF NEW HAVEN
D/B/A ELM CITY COMMUNITIES**

FINANCIAL STATEMENTS

AS OF AND FOR THE YEAR ENDED SEPTEMBER 30, 2024

**HOUSING AUTHORITY OF THE CITY OF NEW HAVEN
D/B/A ELM CITY COMMUNITIES**

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Independent Auditors' Report

To the Board of Commissioners
Housing Authority of the City of New Haven
d/b/a Elm City Communities

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the business-type activities and the aggregate discretely presented component units of the Housing Authority of the City of New Haven d/b/a Elm City Communities (the "Entity"), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Entity's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities and the aggregate discretely presented component units of the Entity, as of September 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States ("*Government Auditing Standards*"). The financial statements of the aggregate discretely presented component units were not audited in accordance with *Government Auditing Standards*. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control—related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Entity's basic financial statements. The supplementary information on pages 58 through 73, as listed in the table of contents, and the Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the supplementary information on pages 58 through 73, as listed in the table of contents, and the Schedule of Expenditures of Federal Awards, are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the Letter of Transmittal, as listed in the table of contents, but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated [DATE OF REPORT] on our consideration of the Entity's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Entity's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Entity's internal control over financial reporting and compliance.

[Signed CBIZ CPAs P.C.]

**[CITY, STATE]
[REPORT DATE]**

HOUSING AUTHORITY OF THE CITY OF NEW HAVEN D/B/A ELM CITY COMMUNITIES

MANAGEMENT'S DISCUSSION AND ANALYSIS

SEPTEMBER 30, 2024

As management of the Elm City Communities (ECC), we offer the readers of the ECC's financial statements this narrative overview and analysis of the financial activities of the ECC for the year ended September 30, 2024. We encourage readers to consider the information presented here in conjunction with the ECC's financial statements.

Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Elm City Communities, 360 Orange Street, New Haven, CT 06511, or contact ECC's President/Executive Director, Shenae Draughn or its Senior Vice President of Finance, I.T. & Administration, John Rafferty at (203) 498-8800.

Overview of FY 2024 Financial Statements

ECC is comprised of its primary government, the Housing Authority of the City of New Haven (HANH), as well as its instrumentalities including the Glendower Group, Inc. and 360 Management Group, Inc. The Glendower Group, Inc. is the development arm of ECC while 360 Management Group, Inc. is the property management arm of the developed and renovated units. Both the Glendower Group, Inc. and 360 Management Group, Inc. are reported as "discretely presented" component units in the financial statements. Separate financial statements for The Glendower Group, Inc. and 360 Management Group, Inc have been issued and may be obtained by contacting management of Elm City Communities.

The Management's Discussion and Analysis (MD&A) covers the Primary Government, i.e., HANH, only. As of September 30, 2024, ECC's Primary Government Net Position was \$517,657,630 as compared to \$432,202,863 as of September 30, 2023, which is an increase of \$85,454,767. The changes in the Net Position categories are as follows:

- **Investment in Capital Assets, net of related debt** increased by \$20,824,289 as compared to FY 2023. ECC made net capital disposition of \$(12,933,066). The capital investments are increased by reductions of \$33,730,485 in accumulated depreciation. A detailed analysis of the changes in Net Investment in Capital Assets is provided in a later section.
- **Restricted Net Position and Unrestricted Net Position** increased from FY 2023 by a total of \$64,630,478. Restricted Net Position increased by \$9,680 primarily due to the FSS reserve increases. Unrestricted Net Position increased \$64,620,798, including \$46 million for Investment in the financing of affordable housing developments with the remainder primarily the result of operating revenues exceeding operating expenses.

MEMORANDUM

TO: Board of Commissioners

DATE: June 17, 2025

FROM: Shenae Draughn, President

RE: Resolution Authorizing ECC/HANH'S Acceptance of Capital Fund Program (CFP) 2025 Funds in the Amount of \$2,231,023 and Ratification of the President-Executive Director's Actions to Execute and Submit Required Documents to HUD

ACTION: Recommend that the Board of Commissioners adopt Resolution #06-40/25-R

TIMING: Immediately

DISCUSSION: ECC/HANH received notification from HUD on May 13, 2025 of its Fiscal Year 2025 Capital Fund Program (CFP) formula amount. HUD requires submission of a 5-Year Action Plan and Annual Statement/Budget and other program documents through its EPIC computer portal to receive these funds.

HUD allocates its capital funds on a formula basis. The work items for ECC/HANH's Capital Funds are included in yearly Moving to Work Plans. ECC/HANH's 2025 CFP allocation is \$2,231,023. As ECC/HANH continues to convert developments from public housing to project based Section 8 housing under the Rental Assistance Demonstration Program (RAD), the CFP formula is expected to decrease.

ECC/HANH's 2024 CFP allocation was \$2,200,389.

ECC/HANH is requesting Board of Commissioners authorization to accept the CFP 2025 funds and ratification of the any and all actions of the President-Executive Director to execute, submit to HUD any required forms and supporting documents for CFP 2025, including those annual plans and five-year plans submitted through HUD's EPIC portal, and authorization to revise and submit documents when necessary and expend the allocated funds.

FISCAL IMPACT: 2025 CFP formula amount is \$2,231,023

STAFF: Catherine Hawthorne, Modernization Coordinator

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven

RESOLUTION #06-40/25-R

**RESOLUTION AUTHORIZING ECC/HANH'S ACCEPTANCE OF CAPITAL FUND PROGRAM (CFP) 2025 FUNDS
IN THE AMOUNT OF \$2,231,023 AND RATIFICATION OF THE PRESIDENT-EXECUTIVE DIRECTOR'S ACTIONS
TO EXECUTE AND SUBMIT REQUIRED DOCUMENTS TO HUD**

WHEREAS, ECC/HANH received notification from HUD on May 13, 2025 of its Fiscal Year 2025 Capital Fund Program (CFP) formula amount; and

WHEREAS, HUD requires submission of a 5-Year Action Plan and Annual Statement/Budget and other program documents through its EPIC computer portal to receive these funds; and

WHEREAS, ECC/HANH's 2025 CFP allocation is \$2,231,023; and

WHEREAS, as ECC/HANH continues to convert developments from public housing to project based Section 8 housing under the Rental Assistance Demonstration Program (RAD), the CFP formula is expected to decrease; and

WHEREAS, the CFP 2024 allocation was \$2,200,389; and

WHEREAS, the work items for this year's Capital Funds are included in ECC/HANH's Moving to Work Annual Plans.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

- 1) The Housing Authority of the City of New Haven's acceptance of CFP 2025 grant funds in the amount of \$2,231,023 be and hereby is authorized; and
- 2) The President-Executive Director's actions to execute and submit to HUD any and all required forms and supporting documents for CFP 2025, including annual and five-year plans submitted through HUD's EPIC portal are ratified, authorized and, to the extent necessary, reauthorized; and
- 3) The President-Executive Director be and hereby is authorized, empowered and directed to execute and deliver any other required forms and agreements, to revise and submit documents when necessary, and expend the authorized funds; and
- 4) The President-Executive Director be and hereby is authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing, including submission of subsequent budget and plan revisions/modifications; and
- 5) This Resolution shall take effect immediately.

[CERTIFICATION PAGE FOLLOWS]

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on June 17, 2025.

Shenae Draughn
Secretary/President

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By:_____
Rolan Joni Young, Esq.
A Partner

2025 Capital Fund

OMB Approval No. 2577-0303
(exp. 10/31/2026)**Capital Fund Program
(CFP) Amendment**to Consolidated Annual Contributions Contract
Terms and Conditions (HUD-53012)U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

The information collection requirements contained in this document have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2577-0303. There is no personal information contained in this application. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when disclosure is not required. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

Whereas, (Public Housing Authority) Housing Authority of the City of New Haven CT004 (herein called the "PHA")
and the United States of America, Secretary of Housing and Urban Development (herein called "HUD") entered into an Annual Contributions Contract
ACC(s) Number(s) (On File) dated (On File)

Whereas, in accordance with Public Law No: 119-4;

Whereas, HUD has agreed to provide CFP assistance, upon execution of this Amendment, to the PHA in the amount to be specified below for the purpose of assisting the PHA in carrying out capital and management activities at existing public housing projects in order to ensure that such projects continue to be available to serve low-income families. HUD reserves the right to provide additional CFP assistance in this FY to the PHA. When HUD provides additional amounts, it will notify the PHA and those amended grants will be subject to these terms and conditions.

\$ \$2,231,023.00 for Fiscal Year 2025 to be referred to under the Capital Fund Grant Number CT28P00450125
PHA Tax Identification Number (TIN): On File UEI Number: On File

Whereas, HUD and the PHA are entering into the CFP Amendment Number On File

Now Therefore, the ACC is amended as follows:

- The ACC(s) is (are) amended to provide CFP assistance in the amount specified above for capital and management activities of PHA projects. This CFP Amendment is a part of the ACC.
- The PHA must carry out all capital and management activities in accordance with the United States Housing Act of 1937 (the Act), 24 CFR Part 905 (the Capital Fund Final rule) as well as other applicable HUD requirements, except that the limitation in section 9(g)(1) of the Act is increased such that of the amount of CFP assistance provided for under this CFP amendment only, the PHA may use no more than 25 percent for activities that are eligible under section 9(e) of the Act only if the PHA's HUD-approved Five Year Action Plan provides for such use; however, if the PHA owns or operates less than 250 public housing dwelling units, such PHA may continue to use the full flexibility in accordance with section 9(g)(2) of the Act.
- The PHA has a HUD-approved Capital Fund Five Year Action Plan and has complied with the requirements for reporting on open grants through the Performance and Evaluation Report. The PHA must comply with 24 CFR 905.300 of the Capital Fund Final rule regarding amendment of the Five Year Action Plan where the PHA proposes a Significant Amendment to the Capital Fund Five Year Action Plan.
- For cases where HUD has approved a Capital Fund Financing Amendment to the ACC, HUD will deduct the payment for amortization scheduled payments from the grant immediately on the effective date of this CFP Amendment. The payment of CFP funds due per the amortization scheduled will be made directly to a designated trustee within 3 days of the due date. Subject to the provisions of the ACC(s) and paragraph 3, and to assist in capital and management activities, HUD agrees to disburse to the PHA or the designated trustee from time to time as needed up to the amount of the funding assistance specified herein.
- Unless otherwise provided, the 24 month time period in which the PHA must obligate this CFP assistance pursuant to section 9(j)(1) of the Act and 48 month time period in which the PHA must expend this CFP assistance pursuant to section 9(j)(5) of the Act starts with the effective date of this CFP amendment (the date on which CFP assistance becomes available to the PHA for obligation). Any additional CFP assistance this FY will start with the same effective date.
- The PHA shall continue to operate each public housing project as low-income housing in compliance with the ACC(s), as amended, the Act and all HUD regulations for a period of twenty years after the last disbursement of CFP assistance for modernization activities for each public housing project or portion thereof and for a period of forty years after the last distribution of CFP assistance for development activities for each public housing project and for a period of ten years following the last payment of assistance from the Operating Fund to each public housing project. Provided further that, no disposition of any project covered by this amendment shall occur unless approved by HUD.
- The PHA will accept all CFP assistance provided for this FY. If the PHA does not comply with any of its obligations under this CFP Amendment and does not have its Annual PHA Plan approved within the period specified by HUD, HUD shall impose such penalties or take such remedial action as provided by law. HUD may direct the PHA to terminate all work described in the Capital Fund Annual Statement of the Annual PHA Plan. In such case, the PHA shall only incur additional costs with HUD approval.
- Implementation or use of funding assistance provided under this CFP Amendment is subject to the attached corrective action order(s).
(mark one): Yes ☐ No ☒
- The PHA is required to report in the format and frequency established by HUD on all open Capital Fund grants awarded, including information on the installation of energy conservation measures.
- If CFP assistance is provided for activities authorized pursuant to agreements between HUD and the PHA under the Rental Assistance Demonstration Program, the PHA shall follow such applicable statutory authorities and all applicable HUD regulations and requirements. For total conversion of public housing projects, no disposition or conversion of any public housing project covered by these terms and conditions shall occur unless approved by HUD. For partial conversion, the PHA shall continue to operate each non-converted public housing project as low-income housing in accordance with paragraph 7.
- CFP assistance provided as an Emergency grant or a Safety and Security grant shall be subject to a 12 month obligation and 24 month expenditure time period. CFP assistance provided as a Natural Disaster grant shall be subject to a 24 month obligation and 48 month expenditure time period. The start date shall be the date on which such funding becomes available to the PHA for obligation. The PHA must have a recorded and effective Declaration(s) of Trust on all property funded with Capital Fund grants (all types) or HUD will exercise all available remedies including recapture of grant funding.
- Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:
 - Gross mismanagement of a Federal contract or grant;
 - Waste of Federal funds;
 - Abuse of authority relating to a Federal contract or grant;
 - Substantial and specific danger to public health and safety; or
 - Violations of law, rule, or regulation related to a Federal contract or grant.
- This grant may be subject to the requirements of the Build America Buy, America Act (BABA) which was enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (Public Law 117-58), unless waived by the Department: refer to HUD's BABA webpage for further information (https://www.hud.gov/program_offices/general_counsel/build_america_buy_america)
- This grant is subject to Executive Order 14218, Ending Taxpayer Subsidization of Open Borders and applicable law. HUD will take steps to ensure that Federal resources are not used to support "sanctuary" policies of State and local jurisdictions that actively prevent federal authorities from deporting illegal aliens.

The parties have executed this CFP Amendment, and it will be effective on the date HUD signs below.

U.S. Dept of HUD	PHA (Executive Director or authorized agent)
By <u>/s/</u> Date: 05/13/2025	By <u>[Signature]</u> Date: <u>05/19/2025</u>
Marianne Nazzaro	Shengae Draughn
Title: Deputy Assistant Secretary Office Public Housing Invest.	Title: President-Executive Director

Previous versions obsolete

form HUD-53012 OMB Approval No. 2577-0303 (exp. 10/31/2026)

Dear Executive Director,

On Tuesday, May 13th, 2025, HUD's Office of Capital Improvements (OCI) awarded \$3.17 billion in Fiscal Year (FY) 2025 Capital Fund Program (CFP) Formula Grant Awards to 2,722 housing authorities in all 50 states, as well as the District of Columbia, Guam, Puerto Rico, and the U.S. Virgin Islands. We are pleased to notify you of your agency's award!

We are attaching to this email a list of all of the Capital Fund awards as well as a copy of this year's processing guidance. Please refer to the award list to find out the amount awarded to your agency (note the list is sorted by PHA Code).

The processing guidance and Annual Contributions Contract Amendment (ACC Amendment) will be posted to the [OCI processing page](#). The ACC Amendment will operate the same way it has in recent years: 1) download the spreadsheet file, 2) open the file, 3) type your housing authority code in the yellow blank space which will trigger the spreadsheet to populate the name of your housing authority, the grant number and the amount of your grant, 4) check the appropriate box in paragraph 8, 5) sign the ACC Amendment (either by electronic signature or by printing the spreadsheet and then signing it followed by scanning the signed document into a PDF file). Once your agency's ACC Amendment is signed, follow the instructions in the processing guidance to submit it as part of a document package in EPIC.

If you have any questions after viewing the processing guidance, please contact your local HUD Field Office or send an email to PIHOCI@HUD.gov with "Capital Fund Processing" as the subject.

**** It is important to note that your grant will not immediately be available in EPIC: PHAs cannot create document packages in EPIC until the grants are available in EPIC. We anticipate that all grants should be available in EPIC by Monday, May 19th. ****

Thank you for the important work you do on behalf of your residents and community. We look forward to partnering with you to put these funds to work improving Public Housing units nationwide and ensuring they provide decent, safe, and healthy homes for their residents.

Sincerely,

David Fleischman, Director

US Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Public Housing Investments – Office of Capital Improvements
451 7th Street SW
Washington, DC 20410

CAPITAL FUND PROCESSING GUIDANCE FOR FY 2025 GRANT AWARDS

PURPOSE:

This notice provides Public Housing Agencies (PHAs) with guidance on the Capital Fund Program (CFP) Award process for Fiscal Year (FY) 2025. 24 CFR 905.300 establishes the Capital Fund submission process.

COMUNICATION OF AWARD:

How will PHAs be notified of their FY 2025 Award?

The Department of Housing and Urban Development (HUD) will send each PHA receiving Capital Funds an email notifying the PHA of the award of a CFP Grant.

PHAs are responsible for maintaining the correct contact information, including the correct email address for the Executive Director, in the Inventory Management System/Public Housing Information (IMS/PIC) system.

How will PHAs receive their FY 2025 Capital Fund ACC Amendments?

HUD will post the Master ACC (Annual Contributions Contract) Amendment signed by the Deputy Assistant Secretary (DAS) for the Office of Public Housing Investments (OPHI) on the FY 2025 Capital Fund Processing page, fulfilling the requirement for a HUD signature on the ACC Amendment.

SUBMISSION PROCESS:

What are the Steps PHAs Need to Follow to Access the Award?

1. PHAs Sign the ACC Amendment.

To accept their Award, PHAs must sign their ACC and submit the required elements of the capital fund submission to HUD. PHAs download their ACC on the 2025 Processing page of the Capital Fund website. PHAs open the spreadsheet "Master ACC Amendment" and select their PHA code. The spreadsheet will populate the grant specific information in the ACC Amendment.

PHAs must sign the ACC to receive CFP grant funding. PHAs have the option to digitally sign, or to manually sign. The ACC must be signed, dated, and box #8 marked "Yes" or "No." Should PHAs choose to digitally sign, they must use a valid electronic medium. Should PHAs choose to manually sign, they will scan the document to submit to HUD for approval. Regardless of choice, the signature must be by a person authorized to enter into agreements on behalf of the PHA.

2. Collect the Required Documents Needed for Submission to HUD

PHAs are responsible for submitting the most recently approved OMB version of each form listed below, and the correct form based on the size of the PHA. PHAs may reuse documents that were submitted to HUD for the Operating Fund submission.

The following documents should be signed and dated within the PHA's 2025 fiscal year:

- ☐ 2025 Capital Fund Formula ACC Amendment (Board approved if required)
 - ☐ Lobbying Form – SFLLL (If applicable)
 - ☐ HUD Form 50071, Certification of Payments to Influence Federal Transactions (if applicable).
 - ☐ Certification of Compliance with Public Hearing - PHA must *submit* a copy of one of the following:
 - ***For Non-Qualified PHAs:*** form HUD-50077-ST-HCV-HP includes this certification.
 - ***For Qualified PHAs:*** A statement certifying that the PHA conducted a public hearing in compliance with 24 CFR Part 905, signed and dated by the Executive Director.
- Y / N** Was the public hearing conducted in FY 2025
- ☐ Civil Rights Certification - PHA must have a copy of one of the following:
 - ***For Non-Qualified PHAs:*** form HUD-50077-ST-HCV-HP
 - ***For Qualified PHAs:*** HUD form HUD-50077-CR

Additionally, PHAs must submit the following:

- ☐ **Written Statement Defining Significant Amendment/Modification to a CFP 5-Year Action Plan.** Each PHA must submit a written statement defining the criteria the PHA will use for determining a significant amendment or modification to the CFP 5- Year Action Plan. In addition to the criteria established by the PHA, a proposed demolition, disposition, homeownership, Capital Fund Financing, development, or mixed finance proposal is considered by HUD to be significant amendment to the CFP 5-year Action Plan based on the Capital Fund Final Rule. This must be submitted as a separate written statement.
- ☐ **Recommendations and Comments Received during the Public Hearing and Resident Consultation.** The PHA is required to hold a public hearing and meet with the Resident Advisory Board (RAB) to advise residents of the proposed CFP 5-Year Action Plan covering FY 2025. The PHA may elect to conduct the annual public hearing at the same time as the hearing for the PHA Plan or hold the hearing at a separate time specifically to cover the CFP 5-Year Action Plan. The PHA must include a copy of the comments and recommendations that were received during the public hearing and resident consultation. The PHA must also include a description of how it addressed the

recommendations from the RAB and any comments from the public before it submits the CFP 5-Year Action Plan to HUD.

- ❑ ***Moving To Work (MTW) PHAs:*** MTW PHAs should refer to the submission requirements outlined in their MTW agreement with HUD. The requirements for some MTW PHAs may not align with the requirements above. For example, MTW Agreements define the significant amendment criteria and PHAs do not have to upload a separate one.

3. Complete the Necessary Steps in EPIC

To comply with regulatory and Notice requirements to obtain access to FY 2025 CFP grant funds, PHAs must complete these actions in the EPIC system:

- ❑ **All PHAs must have a HUD-approved CFP 5-Year Action Plan.** PHAs should submit their 5-Year Action Plan into EPIC covering FY 2025 to be approved by the Field Office as soon as possible if they have not already done so¹.
 - ***For PHAs with rolling plans*** – the years should include FY 2025 -2028
 - ***For PHAs with fixed plans*** – FY 2025 must be included as one of the years. Please note, the PHA may need to revise its plan to be sure that the work activities it needs to accomplish with FY 2025 funds are in the approved plan.
- ❑ **All PHAs must have a HUD-approved Initial Award Document Package for their 2025 CFP Formula grant.** When grants are available EPIC, HUD will notify PHAs. At that point PHAs may begin creating and submitting their Initial Award Document Packages for review by their Field Office. The PHA will upload the required documentation as outlined above into EPIC for review and approval by the Field Office.
- ❑ **All PHAs must submit an Annual Statement/Budget in EPIC for their 2025 CFP Formula grant.** Once the Field Office has approved the Initial Document Package and the 5-Year Action Plan the PHA will see funds on BLI 0100 in LOCCS. At that point the PHA can create their Annual Statement/Budget. EPIC will not allow PHAs to submit an Annual Statement/Budget for the FY 2025 grant until the Field Office (FO) has approved the document package in EPIC. An Annual Statement/Budget will trigger the budget line items to spread in LOCCS.

What else is required to obtain access to the 2025 Capital Fund Formula Grant?

- ❑ **Updated SAM registration/Unique Entity ID (UEI) Number**
The UEI registration in the System for Award Management (SAM) is a requirement to receive federal awards, and the registration must be active. If you have an expired registration in SAM or there is a discrepancy between your UEI number and your Tax Identification Number (TIN), your FY 2025 CFP grant will not be obligated/awarded

¹ See 24 CFR 905.300. The submission must be available to the RAB, and a notice of public hearing must be published no more than 45 days prior to the public hearing.

until the registration is updated.

PHAs without an active UEI in the System for Award Management (SAM) or TIN number in the LOCCS system should take immediate action to resolve these issues. Contact your FO for assistance with resolving SAM/UEI number issues. Once the UEI registration is updated, HUD will obligate the funds and issue an ACC Amendment. Please note that the obligation end date of the FY 2025 grant will remain the same, so PHAs with expired UEI numbers will have less than 2 years to obligate the funds.

- ❑ **OCI obligation of the award in the Line of Credit Control System (LOCCS)**
OCI will obligate the 2025 awards LOCCS up-front for PHAs with active Universal Entity Identifiers (UEIs) and Taxpayer Identification Numbers (TINs). *Note that the Federal Government transitioned from using DUNS numbers to UEIs as of April 1, 2022.*

Additional Information Regarding the Terms and Conditions of FY 2025 Capital Fund Grant Awards:

The following language has been added to the Capital Fund ACC Amendment for FY 2025:

15. This grant is subject to Executive Order 14218, Ending Taxpayer Subsidization of Open Borders and applicable law. HUD will take steps to ensure that Federal resources are not used to support “sanctuary” policies of State and local jurisdictions that actively prevent federal authorities from deporting illegal aliens.

ELIGIBLE USES OF THE CAPITAL FUND:

24 CFR 905.200 outlines the eligible activities under the Capital Fund Program. PHAs report the details of their proposed activities in EPIC which translates those activities into BLIs in LOCCS as follows:

1480 General Capital Activity

- Contract Administration (1480)
- Dwelling Unit - Conversion (1480)
- Dwelling Unit - Demolition (1480)
- Dwelling Unit-Development (1480)
- Dwelling Unit-Exterior (1480)
- Dwelling Unit-Interior (1480)
- Dwelling Unit-Site Work (1480)
- Housing Related Hazards (1480)
- Non-Dwelling Construction - Mechanical (1480)
- Non-Dwelling Construction-New Construction (1480)
- Non-Dwelling Equipment-Expendable/Non-Expendable (1480)
- Non-Dwelling Exterior (1480)
- Non-Dwelling Interior (1480)
- Non-Dwelling Site Work (1480)

- RAD Funds Pre-Closing (1480)

1410 Administration

1408 Management Improvements

1406 Operations

1492 Moving To Work

Debt Services

- Debt Service Bond Payment-Paid by HUD (9000)
- Debt Service Bond Payment-Paid by PHA (1501)
- Bond Debt Obligation (9001)
- Loan Debt Obligation (9002)

RAD Conversions

- RAD HAP (1503)
- RAD Investment Activity (1504)

FLEXIBILITY FOR OPERATING AND CAPITAL FUND:

Section 9(g) of the 1937 Act (42 U.S.C. 1437g(g)) provides for the following flexible use of Capital Funds and Operating Funds.

(1) Flexibility in Use of Funds for PHAs with 250 or more units:

(A) Flexibility for Capital Fund Amounts

PHAs may use up to 20% of the grant for activities that are eligible under the Operating Fund.

(B) Flexibility for Operating Fund Amounts

PHAs may request to use up to 20 percent of their Operating Funds for Capital Fund eligible activities, if the PHA Plan includes plans for such use. PHAs wishing to request to use these funds submit a request in EPIC under Additional Capital Resources.

(2) Full Flexibility for Small PHAs with fewer than 250 units:

A PHA with less than 250 public housing units, that is not designated as troubled, may use up to 100% of its annual Capital Fund grant for activities that are eligible under the Operating Fund at 24 CFR Part 990, so long as the PHA has written determinations and provides such records of this determination upon HUD request that there are no debt service payments, significant Capital Fund needs, or emergency needs that must be met prior to using 100% of its Capital Funds for Operating Fund purposes. PHAs wishing to use 100% of their grant for Operating Fund purposes must include such plans in an approved 5-Year Action plan. A PHA may not use funds under BLI 1406 for CFP modernization activities. Those activities are to be reported under BLI 1480.

Flexibility for Capital Fund Amounts.

Starting with FY 2015 CFP awards, the limitation on Capital Funds used for Operating Fund eligible activities under BLI 1406 is increased from 20% to 25%, as identified in paragraph 2 of the FY 2025 CFP ACC Amendment.

Waiver for Anticrime and Antidrug Activities for Large PHAs (those owning/operating 250 or more public housing units).

As noted above, for FY 2025 the limitation in section 9(g)(1) of the 1937 Act is increased from 20% to 25%. For FY 2025, upon a PHA's request to HUD the Secretary may waive this limitation to allow PHAs to fund activities authorized under section 9(e)(1)(C) of the 1937 Act which allows PHAs to use Operating Funds for anticrime and anti-drug activities, including the costs of providing adequate security for public housing residents, including above-baseline police service agreements.

The PHA *must* provide the following information and documentation along with its waiver request, in a thorough and concise narrative form:

- ☐ Identify the amount above 25% of the FY 2025 CFP award both in dollars and by percentage the PHA seeks to use in BLI 1406 Operations
- ☐ Identify and describe the threat that crime and drug-related activity poses to health and safety of PHA's public housing residents
 - Describe whether this is a new threat, ongoing, or increased threat
 - Include the most recent crime data of the PHA's locality (e.g., town, city, parish, or county) from a recognized source such as local law enforcement or Uniform Crime Reports that lists types and numbers of offences (may include as an attachment)
- ☐ Identify the applicable projects(s)
- ☐ Identify and describe the specific anticrime and antidrug activities the PHA plans to undertake, including the costs of such activities
- ☐ *Optional Attachments:* The PHA may also wish to include supporting narrative or agreements from one or more of the following:
 - Resident Advisory Boards or PHA security personnel;
 - local Community Policing Organizations; OR
 - local officials (e.g., business council executives, or city council executives).

OTHER REQUIREMENTS:**Build America, Buy America (BABA) requirements for CFP 2025 Formula Grants.**

CFP 2025 Formula Grants may be subject to the requirements of the Build America Buy, America Act (BABA) which was enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (Public Law 117–58), unless waived by the Department.

Obligation reminder.

PHAs must obligate at least 90% of a Capital Fund Formula grant within 2 years of receiving the grant. The last day the PHA can obligate funds without receiving a penalty on a future grant is the obligation end date (OED). PHAs may request an extension to the OED in limited

circumstances if they meet one of the statutory criteria. All requests for an extension must be received prior to the OED. Section 9(j) of the United States Housing Act of 1937 (42 U.S.C. 1437g) and 24 CFR 905.306 detail the obligation requirements and the criteria for requesting an extension.

Prohibition regarding Procurement of Security Equipment produced by Huawei Technologies Company or ZTE Corporation.

Per 2 C.F.R. § 200.216 and Public Law 115-232, section 889, Capital Fund Program grantees are prohibited from using grant funds to purchase, lease, or renew or extend contracts for security equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Reimbursement of CFP Eligible Activities Funded with other Sources.

PHAs are not permitted to use any amount of a CFP grant to reimburse for eligible Capital Fund activities that were funded from another source, including another Capital Fund grant. For example, a PHA may not use its Capital Fund formula grant to perform emergency work and then apply for an Emergency grant to reimburse itself for work already performed with funding from the Formula grant. All Capital Fund obligations, expenditures, and disbursements must be recorded the grant.

PHA Plan Submission.

To comply with the requirements of 24 CFR 903.7(g), PHAs are required to include a statement of capital improvements needed in the PHA Annual Plan. To satisfy that requirement, a PHA must reference its latest HUD approved CFP 5-Year Action Plan covering the current Fiscal Year in its PHA Plan, prior to submission of the PHA Annual Plan. PHAs can reference the form by including the following language in Section 8.0 of the PHA Plan Template: “See HUD Form 50075.2 approved by HUD on XX/XX/XXXX.”

Environmental Review.

In accordance with the changes in process announced in Notice 2016-22, all activities at project site(s) assisted or to be assisted by HUD must receive environmental clearance before the PHA takes any choice-limiting actions or obligates any funds. HUD has made a programmatic determination under Part 50 that the operating activities listed in Appendix A of Notice 2016-22 are not subject to further environmental review; for any other activities, PHAs must request and receive clearance from either a Responsible Entity or HUD.

HUD FOs are not required to withhold approval of CFP 5-Year Action Plans or place manual holds on CFP grants in LOCCS, pending receipt of environmental clearance documentation. Even though FOs are permitted to approve CFP 5-Year Action Plans without confirming environmental clearance, the Work Activity Description in a PHA’s CFP 5-Year Action Plan must provide sufficient specificity to facilitate effective HUD FO review of the plan and subsequent environmental review monitoring. Specificity is required so that FOs staff can determine the level of environmental review required for a given work activity. PHAs are encouraged to enter information in the Description field on the scope of the activity (e.g., number of units impacted). For example, for a work activity covering roof replacement, a sufficient description may read: “Installing new 20-year roof, as well as gutters and soffits, at

low-rise building containing 5 Public Housing units.” A work description simply stating “Roof” would be insufficient because it does not indicate whether the activity will cover full-scale replacement of the roof or simply patching portions of the roof, a distinction with implications for the level of environmental review required.

PHAs Rejecting a Capital Fund Grant.

If a PHA elects to reject any CFP grant(s), the Executive Director must send a written statement to the local HUD FO which identifies the grant number(s) and dollar amount(s) of the grant(s) to be rejected. PHAs are also required to have on file a resolution from its board rejecting the CFP grant(s) for the fiscal year.

Additional Information.

If you have any questions or need additional information, please contact the FO staff in your jurisdiction. For assistance from PIH Headquarters, OCI, you may email your questions to PIHOCI@HUD.gov.

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0157
Expires 1/31/2027

*Public reporting burden for this collection of information is estimated to average 2.2 hours including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to verify allowable and reasonableness of grant expenses. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

PHA Name	Grant Type and Number	CT26P00450125	FFY of Grant:
Housing Authority of the City of New Haven	Capital Fund Program Grant No:		FFY of Grant Approval:
	Replacement Housing Factor Grant No:		2025
	Date of CFFP:		

Type of Grant

X ☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies

☐ Performance and Evaluation Report for Period Ending:

☐ Revised Annual Statement (revision no: _____)

☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 15) ³				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 15)				
5	1480 General Capital Activity				
6	1492 Moving to Work Demonstration	\$2,231,023			
7	1501 Collateralization Expense / Debt Service Paid by PHA				
8	1503 RAD-CFP				
9	1504 RAD Investment Activity				
10	1505 RAD-CPT				
11	9000 Debt Reserves				
12	9001 Bond Debt Obligation paid Via System of Direct Payment				
13	9002 Loan Debt Obligation paid Via System of Direct Payment				
14	9900 Post Audit Adjustment				

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0157
 Expires 1/31/2027

Part I: Summary					
PHA Name: Housing Authority of the City of New Haven	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: Date of CFFP:	CT26P00450125 FFY of Grant: FFY of Grant Approval: <div style="font-size: 1.2em; font-weight: bold;">2025</div>			
Type of Grant <input checked="checked" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
15	Amount of Annual Grant:: (sum of lines 2 - 14)	\$2,231.023			
16	Amount of line 15 Related to LBP Activities				
17	Amount of line 15 Related Sect. 504, ADA, and Fair Housing Act Activities.				
18	Amount of line 15 Related to Security - Soft Costs				
19	Amount of line 15 Related to Security - Hard Costs				
20	Amount of line 15 Related to Energy Conservation Measures				
Signature of Executive Director * Shenae Draughn, President/Executive Director		Date	Signature of Public Housing Director 		Date

* I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C. § 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 5802)

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0157
 Expires 1/31/2027

Part II: Supporting Pages								
PHA Name: Housing Authority of the City of New Haven		Grant Type and Number Capital Fund Program Grant CT26P00450125 No: CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2025			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
Agency-wide	Administration (salaries & benefits)	1492		223,102				
Agency-wide	IGC A&E (design, estimates, monitor); IGC environmental (test, scopes, monitor)	1492		400,000				
Agency-wide	Vacancy rehabilitation (distressed units)	1492		10,000				
CT004000010/Crawford	Interior & ext upgrades; kitch, bath, windows, floors, walls, ceil, MEP,pave, masonry, fire safety, etc.	1492		350,000				
CT004000013/Wolfe	Interior & ext upgrades; kitch, bath, elect, plumb, floors, walls, ceil, syst failures, etc.	1492		50,000				
CT004000020/ Essex	Interior & ext upgrades; kitch, bath, elec, plumb, HVAC, floors, walls, ceil,	1492		425,000				
	pave, foundations, carports, stoops, doors, site lighting, etc.							
CT004000021/Scattered Sites Multi	Interior & ext upgrades; mech-elec-plumb, kitch, bath, roofs, siding, fencing, paving, etc.	1492		200,000				
CT004000022/Scattered Sites West	Interior & ext upgrades; mech-elec-plumb, kitch, bath, roofs, siding, fencing, pave, lighting, etc.	1492		200,000				
CT004000023/Scattered Sites East	Interior & ext upgrades; mech-elec-plumb, kitch, bath, roofs, siding, fencing, pave, lighting, etc.	1492		372,921				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
² To be completed for the Performance and Evaluation Report.

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0157
Expires 1/31/2027

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

Page 4

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0157
Expires 1/31/2027

[illegible]

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Capital Fund Program—Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0157
Expires 03/31/2020

Part I: Summary							
PHA Name/Number		New Haven	Locality		New Haven, CT	Original 5-Year Plan	Revision No:
CT004							
A.	Development Number and Name	Work Statement for Year 1 FFY 2025	Work Statement for Year 2 FFY 2026	Work Statement for Year 3 FFY 2027	Work Statement for Year 4 FFY 2028	Work Statement for Year 5 FFY 2029	
B.	Physical Improvements Subtotal	Annual Statement	\$547,194	\$547,194	\$547,194	\$547,194	
C.	Management Improvements						
D.	PHA-Wide Non-dwelling Structures and Equipment						
E.	Administration		\$77,465	\$77,465	\$77,465	\$77,465	
F.	Other (Fees & Costs)		\$150,000	\$150,000	\$150,000	\$150,000	
G.	Operations						
H.	Demolition						
I.	Development						
J.	Capital Fund Financing – Debt Service		\$0	\$0	\$0	\$0	
K.	Total CFP Funds		\$774,659	\$774,659	\$774,659	\$774,659	
L.	Total Non-CFP Funds						
M.	Grand Total		\$774,659	\$774,659	\$774,659	\$774,659	

Capital Fund Program—Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 3/31/2020

Part I: Summary (Continuation)

PHA Name/Number New Haven /CT004		Locality New Haven, CT		Original 5-Year Plan		Revision No:
	Development Number and Name	Work Statement for FFY 2026	Work Statement for Year 2 FFY 2026	Work Statement for Year 3 FFY 2027	Work Statement for Year 4 FFY 2028	Work Statement for Year 5 FFY 2029
		Year 1 FFY 2025				
		Annual Statement				
1	Administration		\$77,465	\$77,465	\$77,465	\$77,465
2	Agencywide A&E/environmental		\$150,000	\$150,000	\$150,000	\$150,000
3	Agencywide		\$40,000	\$40,000	\$40,000	\$40,000
4	CT004000010 Crawford		\$302,194	\$302,194	\$302,194	\$302,194
5	CT004000013 Wolfe		\$100,000	\$100,000	\$100,000	\$100,000
6	CT004000020 Essex		\$45,000	\$45,000	\$45,000	\$45,000
7	CT004000021 Scattered Sites Multi		\$20,000	\$20,000	\$20,000	\$20,000
8	CT004000022 Scattered Sites West		\$20,000	\$20,000	\$20,000	\$20,000
9	CT004000023 Scattered Sites East		\$20,000	\$20,000	\$20,000	\$20,000
	Total		\$774,659	\$774,659	\$774,659	\$774,659

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY 2025	Work Statement for Year 2 FFY 2026			Work Statement for Year 3 FFY 2027		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	Administration		\$77,465	Administration		\$77,465
Annual	Agencywide IQC A&E/environmental		\$150,000	Agencywide IQC A&E/environmental		\$150,000
Statement	Agencywide vacancy turnover	Approx 2 units	\$40,000	Agencywide vacancy turnover	Approx 2 units	\$40,000
	CT004000010 Crawford interior upgrades: kitch, bath, floors, walls, ceilings, MEP, etc. phased	Approx 7 units	\$302,194	CT004000010 Crawford interior upgrades: kitch, bath, floors, walls, ceils, MEP, etc. phased	Approx 7 units	\$302,194
	CT004000013 Wolfe interior upgrades: kitch, bath, floors, walls, ceilings, MEP, etc. phased	Approx 3 units	\$100,000	CT004000013 Wolfe interior upgrades: kitch, bath, floors, walls, ceilings, MEP, etc. phased	Approx 3 units	\$100,000
	CT004000020 Essex interior (kitch, bath, floors, walls), MEP & exterior (paving, sidewalks) upgrades, phased	Approx 2 units	\$45,000	CT004000020 Essex interior (kitch, bath, floors, walls), MEP & exterior (paving, sidewalks) upgrades, phased	Approx 2 units	\$45,000
	CT004000021 Scattered Sites Multi interior kitch, bath, MEP & exterior paving, walks, fences phased	Approx 2 units	\$20,000	CT004000021 Scattered Sites Multi interior kitch, bath, MEP & exterior paving, walks, fences phased	Approx 2 units	\$20,000
	CT004000022 Scattered Sites West interior kitch, bath, MEP & exterior paving, walks, fences phased	Approx 2 units	\$20,000	CT004000022 Scattered Sites West interior kitch, bath, MEP & exterior paving, walks, fences phased	Approx 2 units	\$20,000
	CT004000023 Scattered Sites East interior kitch, bath, MEP & exterior paving, walks, fences phased	Approx 2 units	\$20,000	CT004000023 Scattered Sites East interior kitch, bath, MEP & exterior paving, walks, fences phased	Approx 2 units	\$20,000
						\$774,659
Subtotal of Estimated Cost			\$774,659	Subtotal of Estimated Cost		

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY 2025	Work Statement for Year 4			Work Statement for Year 5		
	FFY 2028			FFY 2029		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	Administration		\$77,465	Administration		\$77,465
Annual	Agencywide IQC A&E/environmental		\$150,000	Agencywide IQC A&E/environmental		\$150,000
Statement	Agencywide vacancy turnover	Approx 2 units	\$40,000	Agencywide vacancy turnover	Approx 2 units	\$40,000
	CT004000010 Crawford interior upgrades: kitch, bath, floors, walls, ceilings, MEP, etc. phased	Approx 7 units	\$302,194	CT004000010 Crawford interior upgrades: kitch, bath, floors, walls, ceilings, MEP, etc. phased	Approx 7 units	\$302,194
	CT004000013 Wolfe interior upgrades: kitch, bath, floors, walls, ceilings, MEP, etc. phased	Approx 3 units	\$100,000	CT004000013 Wolfe interior upgrades: kitch, bath, floors, walls, ceilings, MEP, etc. phased	Approx 3 units	\$100,000
	CT004000021 Scattered Sites Multi interior kitch, bath, MEP & exterior paving, walks, fences phased	Approx 2 units	\$20,000	CT004000021 Scattered Sites Multi interior kitch, bath, MEP & exterior paving, walks, fences phased	Approx 2 units	\$20,000
	CT004000022 Scattered Sites West interior kitch, bath, MEP & exterior paving, walks, fences phased	Approx 2 units	\$20,000	CT004000022 Scattered Sites West interior kitch, bath, MEP & exterior paving, walks, fences phased	Approx 2 units	\$20,000
	CT004000023 Scattered Sites East interior kitch, bath, MEP & exterior paving, walks, fences phased	Approx 2 units	\$20,000	CT004000023 Scattered Sites East interior kitch, bath, MEP & exterior paving, walks, fences phased	Approx 2 units	\$20,000
	CT004000020 Essex interiors (kitch, bath, floors, walls & exterior (paving, sidewalks) upgrades, phased	Approx 2 units	\$45,000	CT004000020 Essex interior (kitch, bath, floors, walls) & exterior (paving, sidewalks) upgrades, phased	Approx 2 units	\$45,000
						\$774,659
Subtotal of Estimated Cost			\$774,659	Subtotal of Estimated Cost		

Part III: Supporting Pages – Management Needs Work Statement(s)

Work Statement for Year 1 FFY 2025	Work Statement for Year 2		Work Statement for Year 3	
	FFY 2026		FFY 2027	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See	None	\$0	None	\$0
Annual				
Statement				
	Subtotal of Estimated Cost	\$0	Subtotal of Estimated Cost	\$0

Work Statement for Year 1 FFY 2025	Work Statement for Year 4 FFY 2028		Work Statement for Year 5 FFY 2029	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
	See Annual Statement	None	\$0	None
Subtotal of Estimated Cost		\$0	Subtotal of Estimated Cost \$0	

MEMORANDUM

TO: Board of Commissioners

DATE: June 17, 2025

FROM: Shenae Draughn, President

RE: RESOLUTION AUTHORIZING THE USE OF MOVING TO WORK FUNDS IN THE AMOUNT OF APPROXIMATELY \$775,000 FOR THE SUBMISSION OF AN APPLICATION TO THE STATE OF CONNECTICUT DEPARTMENT OF HOUSING AND THE CONNECTICUT HOUSING FINANCE AUTHORITY FOR A FOUR PERCENT (4%) LOW INCOME HOUSING TAX CREDIT (LIHTC) APPLICATION AND THE U.S. PUBLIC HOUSING & URBAN DEVELOPMENT MIXED FINANCE DEVELOPMENT PROPOSAL FOR THE ST. LUKE'S WHALLEY AVENUE REDEVELOPMENT PROJECT

ACTION: Recommend that the Board of Commissioners adopt Resolution # **06-41/25-R**

TIMING: Immediately

DISCUSSION: The Authority executed a Memorandum of Agreement with its instrumentality, The Glendower Group, Inc. ("Glendower"), to carry out the redevelopment of the St. Luke's Whalley Avenue Redevelopment Project ("Project").

The Authority has authorized or will authorize Glendower to assign its developer rights to an instrumentality of the Authority or an affiliate thereof. As developer, Glendower is responsible for obtaining all the revenues required to bring the project to fruition.

As part of the financing plan submitted under the CHFA's 4% Tax Credit application, the commitment is in the form of a loan to the partnership for 50 years at one percent (1%) per year and non-amortizing. The repayment will be from excess cash flow. The Authority's contribution is approximately \$775,000. This resolution is seeking authorization for the commitment of approximately \$775,000 for the purpose of the submission of the 4% Tax Credit application and the proposal to the U.S. Department of Housing and Urban Development Mixed Finance Development program. The draft budget is attached hereto as **Exhibit A**.

FISCAL IMPACT: Approximately \$775,000 Moving to Work Funds

STAFF: Edward LaChance, Vice President

**ELM CITY COMMUNITIES
Housing Authority of the City of New Haven**

RESOLUTION # 06-41/25-R

RESOLUTION AUTHORIZING THE USE OF MOVING TO WORK FUNDS IN THE AMOUNT OF APPROXIMATELY \$775,000 FOR THE SUBMISSION OF AN APPLICATION TO THE STATE OF CONNECTICUT DEPARTMENT OF HOUSING AND THE CONNECTICUT HOUSING FINANCE AUTHORITY FOR A FOUR PERCENT (4%) LOW INCOME HOUSING TAX CREDIT (LIHTC) APPLICATION AND THE U.S. PUBLIC HOUSING & URBAN DEVELOPMENT MIXED FINANCE DEVELOPMENT PROPOSAL FOR THE ST. LUKE'S WHALLEY AVENUE REDEVELOPMENT PROJECT

WHEREAS, the Authority executed a Memorandum of Agreement with its instrumentality, The Glendower Group, Inc. ("Glendower"), to carry out the redevelopment of St. Luke's Whalley Avenue Redevelopment; and

WHEREAS, additionally, the Authority has authorized or will authorize Glendower to assign its developer rights to an instrumentality of the Authority or an affiliate thereof. As developer, Glendower is responsible for obtaining all the revenues required to bring the project to fruition; and

WHEREAS, as part of the financing plan submitted under the CHFA's 4% Tax Credit application and the U.S. Department of Housing and Urban Development Mixed Finance Development program, the Authority's contribution is approximately \$775,000. This resolution is seeking authorization for the commitment of approximately \$775,000 for the purpose of the submission of the 4% Tax Credit application and the U.S. Department of Housing and Urban Development Mixed Finance Development program. The draft budget is attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

1. The commitment of MTW Funds in an approximate amount not to exceed \$775,000 for the purpose of the submission of the 4% Tax Credit application for the St. Luke project, including the expenditure of such amounts consistent with the purpose and intent of this Resolution, and upon such terms and conditions as the President determines to be in the best interest of ECC/HANH be and hereby is authorized and directed; and
2. The President be and hereby is authorized, empowered, and directed to take any and all such action ancillary, related and or/necessary action to fulfill the foregoing purposes and the purposes of this resolution, including the execution and delivery of such documents and agreements necessary to fulfill the intent of this Resolution; and
3. This Resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on June 17, 2025.

Shenae Draughn
President/Secretary

Date

REVIEWED AS TO FORM ONLY:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By:_____
Rolan Joni Young, Esq.
A Partner

Exhibit A

BUDGET

CHFA DOH CONSOLIDATED APPLICATION



Exhibit 6.5 - SOURCES OF FUNDS



Version 2024
Submission Date:
January 1, 2024

DEVELOPMENT NAME			Whalley Avenue Redevelopment Project			APPLICANT		St. Luke's Glendower LLC					
TAX CREDIT EQUITY, CAPITAL, GRANTS, Etc.			Construction Sources	Permanent Sources	Construction Paydown								
DOH Grant Funding					0								
CDBG Grant Funds:		[Specify]	0	0	0								
Other Public Funds: Construction Bond Interest Earnings					0								
	4	% LIHTC Net Proceeds	5,182,100	12,955,250	7,773,150								
Federal Historic Tax Credit Net Proceeds					0								
State Historic Tax Credit Net Proceeds					0								
CT Housing Tax Credit Contribution (HTCC) Proceeds					0								
Developer / Investor Cash Equity					0								
Homeownership Sales Proceeds					0								
Energy Rebates*					0								
Existing Property Reserves					0								
Other		FHLB	650,000	650,000	0								
Other		EPA	500,000	500,000	0								
Sub-Total			\$6,332,100	\$14,105,250	\$7,773,150								
Loan Priority			Construction Sources	Permanent Sources	Construction Paydown	Const. Interest Rate	Perm. Loan Amort. [Yrs.]	Perm. Interest Rate	Fully Amortizing [Y] or [N]	Deferred Payment [Y] or [N]	Scheduled Debt Service	Initial Debt Service Coverage	Financing Notes
CHFA Loan Tax-Exempt Bonds				0	0				Y	N/A	\$0	N/A	www.chfa.org
CHFA Loan - Non-Bond Proceeds			0	0	0				Y	N/A	\$0	N/A	
	DOH Loan Funding	3	6,612,495	9,500,000	2,887,505	0.000%	40	1.000%	N	Y	\$0	N/A	
	CDBG Loan Funds: MTW	6	772,039	772,045	6	0.000%	50	1.000%	N	Y	\$0	N/A	
	Other Public Funds: Seller Notes	5	375,000	375,000	0	0.000%	40	3.720%	N	Y	\$0	N/A	
	Deferred Developer Fee	4		500,963	500,963				N		\$0	N/A	
	Other Amortizing Debt tizens Construction Loan	1	16,543,501		-16,543,501	6.060%			Y	N	\$0	N/A	
	Other Amortizing Debt Lument Permanent	2		8,284,000	8,284,000		40	4.940%	Y	N	\$475,398	1.157	
	Existing Debt				0				Y	N	\$0	N/A	
	GP Loan				0						\$0	N/A	
Sub-Total			\$24,303,035	\$19,432,008	-\$4,871,027				Total Scheduled Debt Service		\$475,398		
TOTAL Sources			\$30,635,135	\$33,537,258	\$2,902,123								
Total Commercial Cost (Dev. Budget)			\$891,764	\$891,764									
Total Development Budget			\$30,635,135	\$33,537,258									
Sources LESS Uses			\$0	\$0									

GRANTS: 3rd party sources for which no repayment is expected or required from other sources. **Soft Debt:** 3rd party sources secured by a mortgage and which may require partial or full repayment (with or without interest) are considered financing and should be scheduled under the FINANCING section above.

Intra-Entity (LP, LLC, etc.) loans to be repaid from approved Owner's Distributions are considered Developer / Investor Cash Equity.

Deferred/Pledged Developer Fees ("DDF") are considered financing contributions. For transactions utilizing federal Low-Income Housing Tax Credits, the amount of the DDF will be limited to the amount that may be fully recovered by the mortgagor, without interest, from CHFA-approved annual distributions during the first fifteen (15) years of operations. CHFA, at its sole discretion, may approve a DDF for less than the permitted maximum.

For construction / interim sources **not** fully converting to permanent sources, provide information on proposed permanent "paydown" source(s) including estimated paydown amount(s) and specific paydown terms and conditions as may be applicable.

If the Permanent Interest Rate will vary throughout the repayment period, please contact CHFA and/or DOH with specific details to have forms revised

*If there are questions on the Letter of Participation requirements, please contact the appropriate staff at Eversource or United Illuminating, per their respective websites.

MEMORANDUM

TO: BOARD OF COMMISSIONERS

DATE: JUNE 17, 2025

FROM: SHENAE DRAUGHN, PRESIDENT

RE: RESOLUTION AUTHORIZING A CONSTRUCTION LOAN IN THE AMOUNT OF \$2,157,467 TO GLENDOWER MCCONAUGHY TERRACE 4% LLC TO PAY THE INCREASED COSTS RELATED TO (A) ADDITIONAL ELECTRICAL WORK, (B) ESCALATED WAGES RESULTING FROM STATE PREVAILING WAGES, AND (C) THE COST OF NEGATIVE ADJUSTERS.

ACTION: Recommend that the Board of Commissioners adopt Resolution #06-42/25-R

TIMING: Immediately

DISCUSSION: The Authority and its instrumentality, The Glendower Group, Inc. ("Glendower") are currently engaged in the redevelopment of McConaughy Terrace. For funding purposes, that redevelopment effort has been broken out into two phases identified as McConaughy 9% and McConaughy 4%.

The Project consists of the rehabilitation of ninety-three (93) units of residential housing, ninety-two (92) of which units shall receive the benefit of Section 8 project-based housing voucher rental assistance through the RAD Program ("**RAD Units**"), twenty-six (26) of which units will be new construction, and one (1) of which units will be non-income producing.

The Project requires additional construction funding in the amount of \$2,157,467 in order to pay the costs of (a) additional electrical work for the Project, (b) escalated wages resulting from state prevailing wages, and (c) the cost of negative timing adjusters, all as set forth in the Sources and Uses Statement attached as Exhibit A. The purpose of this resolution is to authorize a construction loan by the Authority to Glendower McConaughy Terrace 4% LLC to pay for these costs. The loan will be repaid as follows: on the receipt by Glendower McConaughy Terrace 4% LLC of: (a) \$695,537 from increased Low Income Housing Tax Credits, (b) \$232,661 from Deferred Developer Fee, (c) \$729,270 from FFE Construction Contingency, (d) \$500,000 CHFA taxable loan, and (e) any remaining unpaid amounts from all available proceeds prior to those items to be paid out of out of Net Cash Flow pursuant

to Section 7.03 of that certain Amended and Restated Operating Agreement dated as of November 28, 2023 (the "Operating Agreement") of Glendower McConaughy Terrace 4% LLC. To the extent the foregoing cannot be paid by the Fourth Capital Contribution, the foregoing amounts advanced hereunder shall be treated as a Development Deficit Loan and paid in accordance with the Operating Agreement. A copy of the proposed Promissory Note is attached hereto as Exhibit B.

The managing member of Glendower McConaughy Terrace 4% LLC is Glendower McConaughy Terrace 4% Redevelopment Corporation, which is wholly controlled by Glendower, an instrumentality of HANH.

FISCAL IMPACT: \$2,157,467

**SOURCE(S)
OF FUNDS:** MTW Funds

STAFF: Edward LaChance, Vice President

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven

RESOLUTION #06-42/25-R

RESOLUTION AUTHORIZING A CONSTRUCTION LOAN IN THE AMOUNT OF \$2,157,467 TO GLENDOWER MCCONAUGHY TERRACE 4% LLC TO PAY THE INCREASED COSTS RELATED TO (A) ADDITIONAL ELECTRICAL WORK, (B) ESCALATED WAGES RESULTING FROM STATE PREVAILING WAGES, AND (C) THE COST OF NEGATIVE ADJUSTERS.

WHEREAS, the Authority and its instrumentality, The Glendower Group, Inc. ("Glendower") are currently engaged in the redevelopment of McConaughy Terrace; and

WHEREAS, for funding purposes, that redevelopment effort has been broken out into two phases identified as McConaughy 4% and McConaughy 4%; and

WHEREAS, the McConaughy 4% Phase (the "Project") consists of the rehabilitation of ninety-three (93) units of residential housing, ninety-two (92) of which units shall receive the benefit of Section 8 project-based housing voucher rental assistance through the RAD Program ("**RAD Units**"), twenty-six (26) of which units will be new construction, and one (1) of which units will be non-income producing; and

WHEREAS, the Project requires additional construction funding in the amount of \$2,157,467 in order to pay the costs of (a) additional electrical work for the Project, (b) escalated wages resulting from state prevailing wages, and (c) the cost of negative timing adjusters, all as set forth in the Sources and Uses Statement attached as Exhibit A; and

WHEREAS, the purpose of this resolution is to authorize a construction loan by the Authority to Glendower McConaughy Terrace 4% LLC to pay for these costs; and

WHEREAS, the loan will be repaid as follows: on receipt by Glendower McConaughy Terrace 4% LLC of: (a) \$695,537 from increased Low Income Housing Tax Credits, (b) \$232,661 from Deferred Developer Fee, (c) \$729,270 from FFE Construction Contingency, (d) \$500,000 CHFA taxable loan, and (e) any remaining unpaid amounts from all available proceeds prior to those items to be paid out of out of Net Cash Flow pursuant to Section 7.03 of that certain Amended and Restated Operating Agreement dated as of November 28, 2023 (the "Operating Agreement") of Glendower McConaughy Terrace 4% LLC. To the extent the foregoing cannot be paid by the Fourth Capital Contribution, the foregoing amounts advanced hereunder shall be treated as a Development Deficit Loan and paid in accordance with the Operating Agreement. A copy of the proposed Promissory Note is attached hereto as Exhibit B.

WHEREAS, the managing member of Glendower McConaughy Terrace 4% LLC is Glendower McConaughy Terrace 4% Redevelopment Corporation, which is wholly controlled by Glendower, an instrumentality of HANH; and

WHEREAS, it is in the best interests of the Authority and the Project to provide the Loan.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF HANH THAT:

1. The making of a loan in the amount of \$2,157,467 to Glendower McConaughy Terrace 4% LLC for the purposes set forth in the recitals of this Resolution, upon the terms and conditions set forth in the Promissory Note attached hereto as Exhibit B, be and hereby is authorized and directed; and
2. The President be and hereby is authorized and directed to executed and deliver such documents, agreements, and instruments as necessary to fulfill the intent of this resolution, including any and all ancillary and necessary acts related thereto; and
3. This Resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Members of the Board of Commissioners present at a meeting duly called at which a quorum was present on June 17, 2025.

Shenae Draughn
President and Executive Director

Date

REVIEWED:

GENERAL COUNSEL
McCarter & English, LLP

By: _____
Rolan Joni Young, Esq.
A Partner

EXHIBIT A

Sources and Uses Statement

EXHIBIT B

Promissory Note

PROMISSORY NOTE

(McConaughy 4%- Additional Electrical Work & State Prevailing Wages)

\$2,157,467

New Haven, Connecticut
As of _____, 2025

FOR VALUE RECEIVED, the undersigned **GLENDOWER MCCONAUGHY TERRACE 4% LLC** (the “**Borrower**”) promises to pay on or before the Maturity Date, to the order of the **HOUSING AUTHORITY OF THE CITY OF NEW HAVEN** (the “**Lender**”) at 360 Orange Street, New Haven, Connecticut 06511, or at such other place as the holder hereof may from time to time designate in writing, the principal sum of **TWO MILLION ONE HUNDRED FIFTY SEVEN THOUSAND FOUR HUNDRED SIXTY SEVEN AND NO/100 DOLLARS (\$2,157,467)** (the “**Loan**”) or so much thereof as is advanced hereunder, in lawful money of the United States. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Operating Agreement (as defined below).

Interest on the unpaid principal advances of this Promissory Note (this “**Note**”) shall accrue commencing on the date hereof, and be payable at the rate of zero percent (0%) per annum (the “**Interest Rate**”).

The entire unpaid principal balance hereof, unless sooner paid, shall be due and payable on February 1, 2050 (the “**Maturity Date**”).

This Note may be prepaid in whole or in part without premium or penalty.

Borrower shall pay the amount due hereunder from, on receipt by the Borrower of (a) \$695,537 from increased Low Income Housing Tax Credits, (b) \$232,661 from DDF, (c) \$729,270 from FFE Construction Contingency, (d) \$500,000 CHFA taxable loan, and (e) any remaining unpaid amounts from all available proceeds prior to those items to be paid out of out of Net Cash Flow pursuant to Section 7.03 of that certain Amended and Restated Operating Agreement dated as of November 28, 2023 (the “**Operating Agreement**”). To the extent the foregoing cannot be paid by the Fourth Capital Contribution, the foregoing amounts advanced hereunder shall be treated as a Development Deficit Loan and paid in accordance with the Operating Agreement. The entire outstanding principal balance hereunder plus accrued interest, if any, shall be repaid in full on the Maturity Date. All such payments shall be applied first to any and all outstanding fees and costs which may be due to Lender hereunder, unpaid interest, if any, and then to the reduction of principal.

The undersigned Borrower and all persons now or hereafter liable, whether primarily or secondarily, for the whole or any part of the indebtedness evidenced by this Note, hereby jointly and severally:

(a) agree to remain and continue to be bound for the payment of the principal and the interest, if any, on this Note notwithstanding any extension or extensions of the time of the payment of said principal or interest, or any change or changes in the amount or amounts to be paid under and by virtue of the obligation to pay provided for in this Note, or any change or

changes by way of release or surrender of any collateral, real or personal, held as security for the payment of this Note, and waive all and every kind of notice of such extension or extensions, change or changes, and agree that same may be made without the joinder of any such persons; and

(b) waive presentment, notice of dishonor, protest, notice of protest and diligence in collection, and all exemptions, whether homestead or otherwise, to which they or any of them may now or hereafter be entitled under the laws of Connecticut or any other state;

If any provision, or portion thereof, of this Note, or the application thereof to any persons or circumstances, shall to any extent be determined to be invalid or unenforceable, then the remainder of this Note, or the application of such provision or portion thereof to any other person or circumstances, shall not be affected thereby, and each provision of this Note shall continue to be valid and enforceable to the fullest extent permitted by law.

THE UNDERSIGNED HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE LOAN EVIDENCED HEREBY OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY, WHETHER HAVING OCCURRED PRIOR TO THE DATE HEREOF OR OCCURRING DURING THE TERM OF THE LOAN. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER MAKING THE LOAN EVIDENCED HEREBY. THIS WAIVER HAS BEEN GRANTED AND AGREED TO BY THE UNDERSIGNED AFTER CONSULTING WITH LEGAL COUNSEL; AND THE UNDERSIGNED ACKNOWLEDGES THAT IT UNDERSTANDS THE MEANING AND EFFECT OF THIS WAIVER.

THE UNDERSIGNED AND EACH OTHER PERSON LIABLE OR WHO SHALL BECOME LIABLE FOR ALL OR ANY PART OF THE INDEBTEDNESS EVIDENCED BY THIS NOTE, HEREBY ACKNOWLEDGE THAT THE TRANSACTION OF WHICH THIS NOTE IS A PART IS A COMMERCIAL TRANSACTION, AND TO THE EXTENT ALLOWED UNDER CONNECTICUT GENERAL STATUTES CHAPTER 903a, OR BY OTHER APPLICABLE LAW, HEREBY WAIVE THEIR RIGHT TO NOTICE AND HEARING WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH LENDER OR ITS SUCCESSORS OR ASSIGNS MAY DESIRE TO USE AND EACH OF THE FOREGOING MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR RESPECTIVE ATTORNEYS. NO PARTY TO THIS NOTE HAS AGREED WITH OR REPRESENTED TO ANY OTHER PARTY HERETO THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

If an event of default should occur under this Note the Lender shall have full recourse against the Borrower, subject to all notice and cure rights.

This Note is to be construed and enforced according to the laws of the State of Connecticut, without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the Borrower has executed this Note as of the date written above.

BORROWER:

GLENDOWER MCCONAUGHY TERRACE 4% LLC

By: Glendower McConaughy Terrace 4%
Redevelopment Corporation,
its Managing Member

By: _____
Shenae Draughn
President

[Signature Page –Promissory Note Additional Electrical Work]

Per DOH Parameters 3/25/25 with updated electrical and labor costs as of 4-30-25

4%						Success Rate			
Cause	USES		Sources	Closing Amount	Proposed Amount	Increase Amount			
Electrical CO*	\$1,361,997		Additional LIHTC	\$15,246,552	\$15,942,089	\$695,537	25%	Including NET equity (increased basis less negative timing adjusters)	
Labor*	\$659,983		DDF	\$0	\$644,961	\$232,661	50%	Remaining Cash Dev Fee	\$2,207,186
NEGATIVE TIMING ADJUSTERS	\$135,487		HTCC	\$0	\$0	\$0			
TOTAL	\$2,157,467		Construction cont., FFE		\$729,270	\$729,270	75%		
			CHFA taxable loan	\$0	\$500,000	\$500,000			
			TOTAL			\$2,157,468	100%		
9%									
	USES		Sources			Increase Amount			
Electrical CO*	\$2,590,885		CHFA Opportunity Fund	\$0	\$1,000,000		50%	600222	
Labor*	\$540,441		DOH Funding	\$0	\$1,000,000			Opportunity Fund Loan	
NEGATIVE TIMING ADJUSTERS	\$18,234		Increased Webster Perm Loan	\$11,285,000	\$14,427,154	\$3,142,154	50%	source to be determined	
			DDF	\$0		\$0	50%	40 year AM, 7%	
			Construction contingnecy			\$7,406		Remaining CSH Dev Fee	\$2,054,734
TOTAL	\$3,149,560					\$3,149,560			
				GAP		\$0			
Grand Total	\$5,307,027					\$5,307,028			
				TOTAL DEVELOPER FEE		\$4,494,581			
				TOTAL DEFERRED FEE		\$232,661			
				CASH FEE		\$4,261,920			
*To complete project									

MEMORANDUM

TO: BOARD OF COMMISSIONERS

DATE: June 17, 2025

FROM: SHENAE DRAUGHN, PRESIDENT

RE: RESOLUTION AUTHORIZING A CONSTRUCTION LOAN IN THE AMOUNT OF \$3,149,560 TO GLENDOWER MCCONAUGHY TERRACE 9% LLC TO PAY THE INCREASED COSTS RELATED TO (A) ADDITIONAL ELECTRICAL WORK, (B) ESCALATED WAGES RESULTING FROM STATE PREVAILING WAGES, AND (C) THE COST OF NEGATIVE ADJUSTERS.

ACTION: Recommend that the Board of Commissioners adopt Resolution #06-43/25-R

TIMING: Immediately

DISCUSSION: The Authority and its instrumentality, The Glendower Group, Inc. ("Glendower") are currently engaged in the redevelopment of McConaughy Terrace. For funding purposes, that redevelopment effort has been broken out into two phases identified as McConaughy 9% and McConaughy 4%.

The McConaughy 9% Phase (the "Project") consists of the rehabilitation of one hundred thirty-one (131) units of residential housing, one hundred four (104) of which units will receive the benefit of Section 8 project-based housing voucher rental assistance through the RAD Program ("RAD Units"), twenty-six (26) of which will be market rate units, and one (1) of which will be a non-income producing unit.

The Project requires additional construction funding in the amount of \$3,149,560 in order to pay the costs of (a) additional electrical work for the Project, (b) escalated wages resulting from state prevailing wages, and (c) the cost of negative timing adjusters, all as set forth in the Sources and Uses Statement attached as Exhibit A. The purpose of this resolution is to authorize a construction loan by the Authority to Glendower McConaughy Terrace 9% LLC to pay for these additional electrical costs. The loan will be repaid as follows: on the receipt by Glendower McConaughy Terrace 9% LLC of (a) an increased permanent loan from Webster Bank in the amount of \$3,142,154, (b) construction contingency in the amount of \$7,406, and (c) any remaining unpaid amounts from all available proceeds prior to those items to be paid out of Net Cash Flows

pursuant to Section 7.03 of that certain Amended and Restated Operating Agreement dated as of November 20, 2023 (the "Operating Agreement") of Glendower McConaughy Terrace 9% LLC. To the extent the foregoing cannot be paid by the Fourth Capital Contribution, the foregoing amounts advanced hereunder shall be treated as a Development Deficit Loan and paid in accordance with the Operating Agreement. A copy of the Promissory Note is attached hereto as Exhibit B.

The managing member of Glendower McConaughy Terrace 9% LLC is Glendower McConaughy Terrace 9% Redevelopment Corporation, which is wholly controlled by Glendower, an instrumentality of HANH.

FISCAL IMPACT: \$3,149,560

**SOURCE(S)
OF FUNDS:** MTW Funds

STAFF: Edward LaChance, Vice President

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven

RESOLUTION #06-43/25-R

**RESOLUTION AUTHORIZING A CONSTRUCTION LOAN IN THE AMOUNT OF \$3,149,560 TO
GLENDOWER MCCONAUGHY TERRACE 9% LLC TO PAY THE INCREASED COSTS RELATED TO
(A) ADDITIONAL ELECTRICAL WORK, (B) ESCALATED WAGES RESULTING FROM STATE
PREVAILING WAGES, AND (C) THE COST OF NEGATIVE ADJUSTERS**

WHEREAS, the Authority and its instrumentality, The Glendower Group, Inc. ("Glendower") are currently engaged in the redevelopment of McConaughy Terrace; and

WHEREAS, for funding purposes, that redevelopment effort has been broken out into two phases identified as McConaughy 9% and McConaughy 4%; and

WHEREAS, the McConaughy 9% Phase (the "Project") consists of the rehabilitation of one hundred thirty-one (131) units of residential housing, one hundred four (104) of which units will receive the benefit of Section 8 project-based housing voucher rental assistance through the RAD Program ("RAD Units"), twenty-six (26) of which will be market rate units, and one (1) of which will be a non-income producing unit; and

WHEREAS, the Project requires additional construction funding in the amount of \$3,149,560 in order to pay the costs of (a) additional electrical work for the Project, (b) escalated wages resulting from state prevailing wages, and (c) the cost of negative timing adjusters, all as set forth in the Sources and Uses Statement attached as Exhibit A; and

WHEREAS, the purpose of this resolution is to authorize a construction loan in the amount of \$3,149,560 by the Authority to Glendower McConaughy Terrace 9% LLC to pay for these additional electrical costs; and

WHEREAS, The loan will be repaid as follows: on the receipt by Glendower McConaughy Terrace 9% LLC of (a) an increased permanent loan from Webster Bank in the amount of \$3,142,154, (b) construction contingency in the amount of \$7,406, and (c) any remaining unpaid amounts from all available proceeds prior to those items to be paid out of Net Cash Flows pursuant to Section 7.03 of that certain Amended and Restated Operating Agreement dated as of November 20, 2023 (the "Operating Agreement") of Glendower McConaughy Terrace 9% LLC. To the extent the foregoing cannot be paid by the Fourth Capital Contribution, the foregoing amounts advanced hereunder shall be treated as a Development Deficit Loan and paid in accordance with the Operating Agreement. A copy of the Promissory Note is attached hereto as Exhibit B; and

WHEREAS, the managing member of Glendower McConaughy Terrace 9% LLC is Glendower McConaughy Terrace 9% Redevelopment Corporation, which is wholly controlled by Glendower, an instrumentality of HANH; and

WHEREAS, it is in the best interests of the Authority and the Project to provide the Loan.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF HANH THAT:

1. The making of a loan in the amount of \$3,149,560 to Glendower McConaughy Terrace 9% LLC for the purposes set forth in the recitals of this Resolution, upon the terms and conditions set forth in the Promissory Note attached hereto as Exhibit A, be and hereby is authorized and directed; and
2. The President be and hereby is authorized and directed to executed and deliver such documents, agreements, and instruments as necessary to fulfill the intent of this resolution, including any and all ancillary and necessary acts related thereto; and
3. This Resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Members of the Board of Commissioners present at a meeting duly called at which a quorum was present on June 17, 2025.

Shenae Draughn
President and Executive Director

Date

REVIEWED:

GENERAL COUNSEL
McCarter & English, LLP

By:_____
Rolan Joni Young, Esq.
A Partner

EXHIBIT A

Sources and Uses Statement

EXHIBIT B

Promissory Note

PROMISSORY NOTE

(McConaughy 9% - Additional Electrical Work & State Prevailing Wages)

\$3,149,560

New Haven, Connecticut
_____, 2025

FOR VALUE RECEIVED, the undersigned **GLENDOWER MCCONAUGHY TERRACE 9% LLC** (the “**Borrower**”) promises to pay on or before the Maturity Date, to the order of the **HOUSING AUTHORITY OF THE CITY OF NEW HAVEN** (the “**Lender**”) at 360 Orange Street, New Haven, Connecticut 06511, or at such other place as the holder hereof may from time to time designate in writing, the principal sum of **THREE MILLION ONE HUNDRED FORTY-NINE THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS (\$3,149,560.00)** (the “**Loan**”) or so much thereof as is advanced hereunder, in lawful money of the United States. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Operating Agreement (as defined below).

Interest on the unpaid principal advances of this Promissory Note (this “**Note**”) shall accrue commencing on the date hereof, and be payable at the rate of zero percent (0%) per annum (the “**Interest Rate**”).

The entire unpaid principal balance hereof, unless sooner paid, shall be due and payable on February 1, 2050 (the “**Maturity Date**”).

This Note may be prepaid in whole or in part without premium or penalty.

Borrower shall pay the amount due hereunder from, on receipt by the Borrower of (a) an increased permanent loan from Webster Bank in the amount of \$3,142,154, (b) construction contingency in the amount of \$7,406, and (c) any remaining unpaid amounts from all available proceeds prior to those items to be paid out of Net Cash Flows pursuant to Section 7.03 of that certain Amended and Restated Operating Agreement dated as of November 20, 2023 (the “**Operating Agreement**”). To the extent the foregoing cannot be paid by the Fourth Capital Contribution, the foregoing amounts advanced hereunder shall be treated as a Development Deficit Loan and paid in accordance with the Operating Agreement. The entire outstanding principal balance hereunder plus accrued interest, if any, shall be repaid in full on the Maturity Date. All such payments shall be applied first to any and all outstanding fees and costs which may be due to Lender hereunder, unpaid interest, if any, and then to the reduction of principal.

The undersigned Borrower and all persons now or hereafter liable, whether primarily or secondarily, for the whole or any part of the indebtedness evidenced by this Note, hereby jointly and severally:

(a) agree to remain and continue to be bound for the payment of the principal and the interest, if any, on this Note notwithstanding any extension or extensions of the time of the payment of said principal or interest, or any change or changes in the amount or amounts to be paid under and by virtue of the obligation to pay provided for in this Note, or any change or changes by way of release or surrender of any collateral, real or personal, held as security for the

payment of this Note, and waive all and every kind of notice of such extension or extensions, change or changes, and agree that same may be made without the joinder of any such persons; and

(b) waive presentment, notice of dishonor, protest, notice of protest and diligence in collection, and all exemptions, whether homestead or otherwise, to which they or any of them may now or hereafter be entitled under the laws of Connecticut or any other state;

If any provision, or portion thereof, of this Note, or the application thereof to any persons or circumstances, shall to any extent be determined to be invalid or unenforceable, then the remainder of this Note, or the application of such provision or portion thereof to any other person or circumstances, shall not be affected thereby, and each provision of this Note shall continue to be valid and enforceable to the fullest extent permitted by law.

THE UNDERSIGNED HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE LOAN EVIDENCED HEREBY OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY, WHETHER HAVING OCCURRED PRIOR TO THE DATE HEREOF OR OCCURRING DURING THE TERM OF THE LOAN. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER MAKING THE LOAN EVIDENCED HEREBY. THIS WAIVER HAS BEEN GRANTED AND AGREED TO BY THE UNDERSIGNED AFTER CONSULTING WITH LEGAL COUNSEL; AND THE UNDERSIGNED ACKNOWLEDGES THAT IT UNDERSTANDS THE MEANING AND EFFECT OF THIS WAIVER.

THE UNDERSIGNED AND EACH OTHER PERSON LIABLE OR WHO SHALL BECOME LIABLE FOR ALL OR ANY PART OF THE INDEBTEDNESS EVIDENCED BY THIS NOTE, HEREBY ACKNOWLEDGE THAT THE TRANSACTION OF WHICH THIS NOTE IS A PART IS A COMMERCIAL TRANSACTION, AND TO THE EXTENT ALLOWED UNDER CONNECTICUT GENERAL STATUTES CHAPTER 903a, OR BY OTHER APPLICABLE LAW, HEREBY WAIVE THEIR RIGHT TO NOTICE AND HEARING WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH LENDER OR ITS SUCCESSORS OR ASSIGNS MAY DESIRE TO USE AND EACH OF THE FOREGOING MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR RESPECTIVE ATTORNEYS. NO PARTY TO THIS NOTE HAS AGREED WITH OR REPRESENTED TO ANY OTHER PARTY HERETO THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

If an event of default should occur under this Note the Lender shall have full recourse against the Borrower, subject to all notice and cure rights.

This Note is to be construed and enforced according to the laws of the State of Connecticut, without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the Borrower has executed this Note as of the date written above.

BORROWER:

GLENDOWER MCCONAUGHY TERRACE 9% LLC

By: Glendower McConaughy Terrace 9%
Redevelopment Corporation,
its Managing Member

By: _____
Shenae Draughn
President

[Signature Page –Promissory Note – Additional Electrical Work]

Per DOH Parameters 3/25/25 with updated electrical and labor costs as of 4-30-25

[illegible]

9%	USES	Sources	Increase Amount			
Electrical CO*	\$2,590,885	CHFA Opportunity Fund	\$0	\$1,000,000	50%	Opportunity Fund Loan
Labor*	\$540,441	DOH Funding	\$0	\$1,000,000		source to be determined
NEGATIVE TIMING ADJUSTERS	\$18,234	Increased Webster Perm Loan	\$11,285,000	\$14,427,154	50%	40 year AM, 7%
		DDF	\$0	\$0	50%	Remaining CSH Dev Fee
		Construction contingnecy		\$7,406		
TOTAL	\$3,149,560			\$3,149,560		
				GAP		\$0
Grand Total	\$5,307,027					\$5,307,028

*To complete project

MEMORANDUM

TO: Board of Commissioners

DATE: June 17, 2025

FROM: Shenae Draughn, President

RE: Resolution Authorizing A Pass Through Agreement with the City of New Haven to Pass Through \$150,000 of Union Square CNI Planning Grant Funding to the City of New Haven for Early Start Activities at Trowbridge Square

ACTION: Recommend that the Board of Commissioners adopt Resolution #06-44/25-R
TIMING: Immediately

DISCUSSION: Pursuant to the terms and conditions of that certain FY 2023 Choice Neighborhoods Planning Grant Agreement by and among the United States Department of Housing and Urban Development ("HUD") and HANH dated December 15, 2023, HUD made a Choice Neighborhood Planning grant in the amount of \$500,000.00 (the "Grant") to HANH for the creation of a Transformation Plan in connection with the redevelopment of the Union Square Community (the "Project").

The Choice Neighborhood Grant Agreement (the "CN Agreement") provided HANH with the right to request up to \$150,000.00 of the Grant for Early Action Activity, all in connection with the creation of the Transformation Plan as required by the CN Agreement.

In conformance with the requirements of the CN Agreement, HANH has submitted to, and received approval from HUD for certain work to be conducted as the Early Action Activity, such HUD approval evidenced by a letter from HUD dated December 11, 2024.

By Resolution dated September 3, 2024 (LM-2024-0476), the Board of Alders authorized the Mayor of the City of New Haven to accept funding from HANH and/or HUD with respect to the construction of improvements in and around Trowbridge Square and to execute and deliver such documents as may be necessary or desirable with respect to the carrying out of "Early Action Improvements" with respect thereto.

The work to be performed and the schedule for the performance by the City of certain work as an Early Action Activity is more particularly set forth in Exhibit C of the Pass Through Agreement, a copy of which is attached hereto as **Exhibit A**.

HANH and the City have agreed to pass through to the City all of the obligations of HANH pursuant to the CN Agreement with respect to the performance of the City Work as an Early Action Activity, and to pay the City for the performance of the City Work the amounts and in accordance with the schedule attached hereto as Exhibit D of the attached Pass Through Agreement.

The City has agreed to be bound by the terms and conditions of the CN Agreement and certain other agreements all as more specifically set forth in the Pass Through Agreement.

In accordance with resolution #10-129/18-R for the Revised Procurement Policy adopted by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be authorized by the Board of Commissioners prior to execution.

ECC/HANH requests Board of Commissioners authorization to execute the Pass Through Agreement and expend \$150,000.00 as set forth hereinabove.

FISCAL IMPACT: \$150,000.00

SOURCE OF FUNDS: CNI Planning Grant

STAFF: Ed LaChance, Vice President

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven

RESOLUTION # 06-44/25-R

RESOLUTION AUTHORIZING A PASS THROUGH AGREEMENT WITH THE CITY OF NEW HAVEN TO PASS THROUGH \$150,000 OF UNION SQUARE CNI PLANNING GRANT FUNDING TO THE CITY OF NEW HAVEN FOR EARLY START ACTIVITIES AT TROWBRIDGE SQUARE

WHEREAS, pursuant to the terms and conditions of that certain FY 2023 Choice Neighborhoods Planning Grant Agreement by and among the United States Department of Housing and Urban Development ("HUD") and HANH dated December 15, 2023, HUD made a Choice Neighborhood Planning grant in the amount of \$500,000.00 (the "Grant") to HANH for the creation of a Transformation Plan in connection with the redevelopment of the Union Square Community (the "Project"); and

WHEREAS, the Choice Neighborhood Grant Agreement (the "CN Agreement") provided HANH with the right to request up to \$150,000.00 of the Grant for Early Action Activity, all in connection with the creation of the Transformation Plan as required by the CN Agreement; and

WHEREAS, in conformance with the requirements of the CN Agreement, HANH has submitted to, and received approval from HUD for certain work to be conducted as the Early Action Activity, such HUD approval evidenced by a letter from HUD dated December 11, 2024; and

WHEREAS, by Resolution dated September 3, 2024 (LM-2024-0476), the Board of Alders authorized the Mayor of the City of New Haven to accept funding from HANH and/or HUD with respect to the construction of improvements in and around Trowbridge Square and to execute and deliver such documents as may be necessary or desirable with respect to the carrying out of "Early Action Improvements" with respect thereto; and

WHEREAS, the work to be performed and the schedule for the performance by the City of certain work as an Early Action Activity is more particularly set forth in Exhibit C of the Pass Through Agreement, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, HANH and the City have agreed to pass through to the City all of the obligations of HANH pursuant to the CN Agreement with respect to the performance of the City Work as an Early Action Activity, and to pay the City for the performance of the City Work the amounts and in accordance with the schedule attached hereto as Exhibit D of the attached Pass Through Agreement; and

WHEREAS, the City has agreed to be bound by the terms and conditions of the CN Agreement and certain other agreements all as more specifically set forth in the Pass Through Agreement; and

WHEREAS, in accordance with resolution #10-129/18-R for the Revised Procurement Policy adopted by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be authorized by the Board of Commissioners prior to execution; and

WHEREAS, ECC/HANH requests Board of Commissioners authorization to execute the Pass Through Agreement and expend \$150,000.00 as set forth hereinabove.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

- 1) The execution and delivery of the Pass Through Agreement attached hereto as Exhibit A, and upon such other terms and conditions as the President determines necessary and appropriate and in the best interests of HANH, be and hereby is authorized and directed including the expenditure of such amounts as set forth in the recitals hereinabove; and
- 2) The President be and hereby is authorized, empowered and directed to execute and deliver an agreement in connection herewith; and
- 3) The President be and hereby is authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing; and
- 4) This resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on June 17, 2025.

Shenae Draughn
Secretary/President

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

PASS THROUGH AGREEMENT
By and Among
THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN,
THE GLENDOWER GROUP, INC.,
AND
THE CITY OF NEW HAVEN

THIS PASS THROUGH AGREEMENT (the "Agreement") is made and entered into this ____ day of June, 2025 (the "Effective Date"), by and between the Housing Authority of the City of New Haven, a public body corporate and politic organized and existing pursuant to Chapter 128 of the Connecticut General Statutes, with a chief executive office located at 360 Orange Street, New Haven, Connecticut 06511 ("HANH"), The Glendower Group, Inc., a Connecticut non-stock corporation and instrumentality of HANH with a chief executive office located at 360 Orange Street, New Haven, Connecticut 06511 ("Glendower" and, with HANH, the "CN Grantee"), and the City of New Haven, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut, with a chief executive office located at 165 Church Street, New Haven, Connecticut 06510 (the "City").

W I T N E S S E T H :

WHEREAS, pursuant to the terms and conditions of that certain FY 2023 Choice Neighborhoods Planning Grant Agreement by and among the United States Department of Housing and Urban Development ("HUD") and the CN Grantee dated December 15, 2023, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference (the "CN Agreement"), HUD made a Choice Neighborhood Planning grant in the amount of \$500,000.00 (the "Grant") to the CN Grantee for the creation of a Transformation Plan (as such term is defined in the CN Agreement) in connection with the redevelopment of the real property identified by HANH as the Robert T. Wolfe Apartments and the surrounding Union Square Community (the "Project"); and

WHEREAS, the CN Agreement provided CN Grantee with the right to request up to \$150,000.00 of the Grant for Early Action Activity (as such term is defined in the CN Agreement), all in connection with the creation of the Transformation Plan as required by the CN Agreement; and

WHEREAS, in conformance with the requirements of the CN Agreement, the CN Grantee has submitted to, and received approval from HUD for certain work to be conducted as the Early Action Activity, such HUD approval evidenced by a letter from HUD dated December 11, 2024, a copy of which is attached hereto as Exhibit B; and

WHEREAS, by Resolution dated September 3, 2024 (LM-2024-0476), the Board of Alders authorized the Mayor of the City of New Haven to accept funding from the HANH and/or HUD with respect to the construction of improvements in and around Trowbridge Square and to execute and deliver such documents as may be necessary or desirable with respect to the carrying out of "Early Action Improvements" with respect thereto; and

WHEREAS, the work to be performed and the schedule for the performance by the City of certain work as an Early Action Activity is more particularly set forth in Exhibit C attached hereto and incorporated herein by this reference (the "City Work"); and

WHEREAS, the CN Grantee and the City have agreed to pass through to the City all of the obligations of the CN Grantee pursuant to the CN Agreement with respect to the performance of the City Work as an Early Action Activity, and to pay the City for the performance of the City Work the amounts and in accordance with the schedule attached hereto as Exhibit D (the "Payment Schedule"); and

WHEREAS, City has agreed to be bound by the terms and conditions of the CN Agreement and certain other agreements all as more specifically set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties do hereby agree as follows:

1. Performance of the City Work. The City shall perform and complete the City Work in accordance with the schedule set forth in Exhibit C. The City agrees that it shall provide all labor, materials, equipment, and services necessary to perform and complete in an acceptable manner the City Work. If the City fails to perform the City Work during any single quarter of the Contract period, the CN Grantee shall notify the City in writing of its failure to perform the City Work pursuant to this Agreement. The City shall then take action to correct this failure. If the City fails to produce the desired results in the next two consecutive quarters, this shall be considered to be a material breach of this Agreement, and cause for non-payment to the City or termination of this Agreement.
2. Term of Agreement; Performance Period. The term of this Agreement shall commence on the Effective Date, and shall terminate on December 1, 2025. The City shall not begin any work under the terms of this Agreement until authorized to do so in writing by CN Grantee. All work under this Agreement shall be completed between the date authorized to begin work and December 1, 2025 (the "Completion Date").
3. Payment. For the performance of the City Work, the City shall be paid by the CN Grantee from the proceeds of the Grant, an aggregate amount not to exceed \$150,000.00 (the "Contract Amount"), in periodic payments in accordance with Exhibit C of this Agreement. Such compensation shall constitute full and complete payment for work performed and/or services rendered and for all supervision, labor, supplies, materials, equipment or use thereof, and for all other expenses and incidentals necessary to complete all of the work. It is understood that this is a fixed amount and will not be increased because of any difference between the estimated and actual costs of performing the work required by this Contract. CN Grantee will compensate the City solely for such costs determined to be allowable and allocable and qualify under CN Agreement. Payments shall be made up to the Contract Amount upon receipt of invoices and [narrative progress reports, e.g., plus any other applicable docs, such as budget status reports] prepared by the City and submitted to the CN Grantee not more often than quarterly for the duration of this Agreement. Payment of any amounts due under the Agreement

shall not relieve the City of the obligation to perform all the City Work in a satisfactory manner. All costs shall be supported by properly executed payrolls, time records, invoices, vouchers, records of service delivery, or other official documentation, evidencing in proper detail the nature and propriety of the City costs and consequential charges to the CN Grantee. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement, provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

4. No Assignment. The City shall not assign, subcontract or transfer any services, obligations, or interest in this Agreement without the prior written consent of the CN Grantee. In the event that the City enters into a subcontract for work or services to be provided under this Contract, the Agency shall cause all applicable provisions of this Contract to be inserted in all its subcontracts.

5. Disputes. Any disputes or misunderstandings that may arise under this Agreement concerning the City's performance shall first be resolved through amicable negotiations, if possible, between the City and CN Grantee. If such parties do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to, alternate dispute resolution processes.

6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut and the United States.

7. Compliance with Laws. In performing the City Work hereunder, the City shall comply with all applicable laws of the State of Connecticut and the United States.

8. Agreement to be Bound by the Terms and Conditions of the CN Agreement. City hereby acknowledges and agrees to be bound to the terms, conditions, and obligations of CN Grantee, and to cooperate fully with CN Grantee in complying with CN Grantee's obligations as set forth in the CN Agreement, as if the City were an original CN Grantee thereto, with respect to the City Work as an Early Action Activity. Notwithstanding the foregoing, City acknowledges and agrees that such agreement to be so bound does not provide, nor shall the City seek to obtain, and of the rights CN Grantee has or may in the future have under and pursuant to the CN Agreement.

9. Certification and Assurances. The City hereby certifies and agrees that it shall execute and deliver to CN Grantee that certain Certification and Assurances attached hereto as Exhibit E.

10. Reports. The City hereby agrees that it shall provide CN Grantee with such reports, information and documents as may be required by HUD pursuant to the CN Agreement.

11. Agreement to Comply with Choice Neighborhoods Requirements. The City agrees to conduct all City Work assisted with funds provided under this Agreement in accordance with the following requirements, as such requirements now exist or as they may hereafter be amended (hereafter collectively referred to as the “Choice Neighborhoods Requirements”):

A. the U.S. Housing Act of 1937, as amended (the “1937 Act”), including Section 24 of the 1937 Act, and all implementing regulations, as applicable;

B. the Consolidated Appropriations Act, 2023 (Public Law 117-328), approved December 29, 2022);

C. the FY 2023 NOFO for the Choice Neighborhoods Initiative Planning Grants published via Grants.gov on April 4, 2023 (the “NOFO”);

D. 31 U.S.C. § 1552. In accordance with this statute, all FY 2023 Choice Neighborhoods funds must be expended by September 30, 2032. Any funds that are not expended by that date will be cancelled and recaptured by the Treasury, and thereafter will not be available for obligation or expenditure for any purpose;

E. In accordance with section 24(e)(2)(D) of the 1937 Act, the City must involve affected residents of the targeted public and/or assisted housing at the beginning and during the planning process. The City is required to involve the affected public and/or assisted housing residents in the planning process and implementation of the City Work. In addition to the statutory requirement the City will be expected to undertake resident and community involvement in a manner and method at least as comprehensive as that described in the application for the CN Grant;

F. all executive orders applicable to the activities being conducted with funds provided under this Agreement;

G. the terms and requirements of this Agreement, and any amendments or addenda thereto;

H. all other applicable Federal requirements, including, without limitation,

(i) Build America, Buy America (BABA): As applicable to the Early Action Activity, compliance with the Build America, Buy America (BABA) Act procurement requirements and implementing guidance available on HUD’s dedicated website: <https://www.hud.gov/program offices/general counsel/baba>.

(ii) Fair Housing Certifications, as the same maybe amended from time to time, and any additional Fair Housing requirements that may become applicable:

(a) the Fair Housing Act (42 U.S.C. §§ 3601 et seq.) and regulations pursuant thereto 24 CFR part 100;

(b) Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 CFR part 107);

(c) the fair housing poster regulations (24 CFR part 110) and advertising guidelines (24 CFR part 108);

(d) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-2000d-4) and regulations pursuant thereto (24 CFR part 1) relating to nondiscrimination in housing;

(e) the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 CFR part 146);

(f) the prohibitions against discrimination on the basis of disability, including requirements that the Grantee make reasonable modifications and accommodations and make units accessible, under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and regulations issued pursuant thereto (24 CFR part 8) or the 2010 ADA Standards for Accessible Design;

(g) the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and its implementing regulation at 28 CFR part 35;

(h) the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151) and regulations issued pursuant thereto (24 CFR part 40); and

(i) Accessible Technology. Section 508 of the Rehabilitation Act of 1973, as amended (Section 508) requires HUD to ensure, when developing, procuring, maintaining, or using electronic and information technology (EIT), that the EIT allows persons with disabilities to access and use information and data comparably to those without disabilities unless an undue burden would result to the Federal agency. HUD encourages its recipients to adopt the goals and objectives of Section 508 by ensuring comparable access whenever EIT is used. Recipients must also comply with Section 504 of the Rehabilitation Act and, where applicable, the ADA. These statutes also require effective communication with individuals with disabilities and prohibit EIT-imposed barriers to access information, programs, and activities for persons with disabilities.

(iii) Finance and Accounting

(a) Commingling of Grant Funds. The City agrees that, in its recordkeeping, it will not commingle Choice Neighborhoods Grant funds with funds from any other sources including, but not limited to, other HUD program funds or funds from other Federal, State, or local government agencies. (Such other funds may be used to carry out the Transformation Plan, so long as they are not commingled in the City's recordkeeping.)

(b) Duplication of Funding. The City will ensure that Choice Neighborhoods Grant funds are not used to duplicate work that is funded with any other HUD funds, funds from any other Federal program, or from any other funding source identified under the Transformation Plan, and will establish controls to assure non-duplication of funding.

(iv) Record Retention

(a) Record Retention Authorities. The City must comply with and be subject to all Federal recordkeeping requirements, including, but not limited to 2 CFR 200.334.

(b) Record Retention Requirements. The City must retain records in accordance with the requirements of paragraph (A) above, including, but not limited to:

(i) the amount and disbursement of funds received under this Choice Neighborhoods Grant, including sufficient records that document the reasonableness and necessity of each expenditure;

(ii) the amount and nature of any other assistance, including cash, services, or other items contributed to assist in the development of the Transformation Plan or contributed as a condition of receiving this Choice Neighborhoods Grant;

(iii) any other proceeds received for, or otherwise used in connection with, the Transformation Plan; and

(c) Access to Records. For the purpose of audit, examination, monitoring, and evaluation, the City will give HUD (including any duly authorized representatives and the Inspector General) access, and will ensure that any participating party will give HUD such access, to any books, documents, papers, and records of the City, or such participating party, that are pertinent to assistance received under this Choice Neighborhoods Grant or under the Transformation Plan, including all records required to be kept by paragraph H(iii)(b) above.

(v) Reporting. Compliance with the Federal Funding Accountability and Transparency Act of 2006 (31 USC 6101 note), (Public Law 109-282) (Transparency Act), as amended. Please refer to www.ftrs.gov for complete information on requirements under the Transparency Act and OMB guidance.

(vi) Eminent Domain. Section 407 of Div. H, Title IV of the Consolidated Appropriations Act, 2023, prohibits the use of funds to support any federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use; and

I. all regulations, handbooks, notices, and policies applicable to the activities being conducted with funds provided under this Agreement.

12. HUD General Conditions for Non Construction Form 5370-C. The City agrees to comply with the requirements of the HUD General Conditions for Non Construction Form 5370-C, attached hereto as Exhibit F and incorporated herein by this reference.

13. Drawdown Consequences of Default/City Representation. The City acknowledges and agrees that HUD may withhold payment of the Grant to the CN Grantee in accordance with 2 CFR § 200.339. City hereby agrees that each invoice and/or payment request made to the CN Grantee for the City Work shall constitute, and be deemed to be, a representation that the City is not in default under this Agreement.
14. Certification in compliance with 2 CFR 200.415. The City hereby certifies, in accordance with 2 CFR 200.415, that the signatory is authorized to sign this Agreement on behalf of the City and to bind the City to the terms and conditions hereof.
15. Administrative Requirements. The City hereby acknowledges and agrees that it is subject to the requirements of 2 CFR Part 200. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the NOFO and this Agreement, activities carried out under the Grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments.
16. Suspension and Debarment. The City hereby acknowledges and agrees that it is subject to and shall comply with the requirements of 2 CFR 200.214.
17. Administrative Requirements for Contractors and Subcontractors and Related Contracts. The City agrees that if it obtains professional or consultant services from persons who are not officers or employees of the City (i.e., independent contractors), the same shall be subject to 2 CFR Part 200.459.
18. No Third-Party Rights. The CN Grantee and the City are the sole parties to this Grant Agreement and do not intend to create any third-party beneficiaries to this Agreement. Nothing in this Agreement may be construed as conferring the status of third-party beneficiary upon the residents; and in no event shall any entity other than the CN Grantee have direct rights to the Choice Neighborhoods funds.
19. Conflict of Interest. The City shall comply with the conflict of interest requirements in 2 CFR 200.318. No person who is an employee, agent, officer of the City or member of his or immediate family, or his or her partner, or an organization which employs or is about to employ any of the parties indicated herein and who exercises any functions or responsibilities with respect to activities assisted under this Agreement may have a direct interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder.
20. Reporting Requirements. The City shall comply with the reporting requirements set forth in the CN Agreement and applicable to the City Work and the Early Start Activities.
21. Additional Requirements. The City shall comply with all other terms and conditions HUD may establish to administer, monitor, or evaluate the Choice Neighborhoods Program in an effective and efficient manner.
22. Unsatisfactory Performance/Default. The City hereby acknowledges that, in accordance with Section 24(i) of the 1937 Act, if the City defaults under this Agreement, such default could cause the CN Grantee to default under the CN Agreement, which would permit HUD to

withdraw any unobligated grant amounts and may pursue other actions as described in the CN Agreement. HUD shall redistribute any withdrawn amounts to one or more other applicants eligible for Choice Neighborhoods assistance or to one or more other entities capable of proceeding expeditiously in the same locality in carrying out the planning process of the original Grantee. In the event of any default by the City in the performance of its obligations, the City agrees that it shall be accorded the notice and cure opportunities set forth in the CN Agreement,

23. Default. Each of the following events or occurrences, to the extent it constitutes a material breach or occurrence, may constitute a default by the City under this Agreement, as determined by the CN Grantee in its sole discretion:

a. use of funds provided under this Agreement for any purpose, in any manner or at any time, other than as authorized by this Agreement;

b. failure to comply with the Choice Neighborhoods Requirements or any other Federal, State, or local laws, regulations, or requirements applicable in performing the City Work;

c. failure to perform any obligation, or otherwise fail to proceed in a manner consistent with the City Work and Early Start Activities, (including, without limitation, failure to accomplish an activity by the date specified in the Program Schedule);

d. any material misrepresentation in any of the required submissions, including, without limit, any misrepresentations in any of the submissions required; or

e. failure to comply with, or any material breach of, any other requirements, conditions, or terms of this Agreement.

24. Project Closeout. The funding for the City Work provided hereunder will be closed out in accordance with 2 CFR 200.344, or successor regulation, and as detailed in the Choice Neighborhoods closeout guidance.

25. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the CN Agreement.

26. Signatures. This document may be executed electronically which the parties agree shall be sufficient evidence of an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have set their hand and seal as of the date first hereinabove written.

APPROVED AS TO FORM:
McCarter & English, LLP
General Counsel

HOUSING AUTHORITY OF THE CITY OF
NEW HAVEN

By: _____
Rolan Joni Young, Esq.
A Partner

By: _____
Shenae Draughn
President

THE GLENDOWER GROUP, INC.

By: _____
Shenae Draughn
President

APPROVED AS TO FORM
AND CORRECTNESS:

CITY OF NEW HAVEN

By: _____
John R. Ward, Special Counsel
to Economic Development

By: _____
Justin Elicker
Mayor

EXHIBIT A

FY 2023 Choice Neighborhoods Planning Grant Agreement

Assistance Award/Amendment

U.S. Department of Housing
and Urban Development
Office of Administration

1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment	
3. Instrument Number CT1E004CNP123	4. Amendment Number	5. Effective Date of this Action	6. Control Number
7. Name and Address of Recipient The Housing Authority of New Haven 360 Orange Street New Haven, CT 06511-6486		8. HUD Administering Office Office of Public Housing Investments Public and Indian Housing	
10. Recipient Project Manager		8a. Name of Administrator Marianne Nazzaro	8b. Telephone Number 202-402-4306
11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price		12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse	
13. HUD Payment Office		9. HUD Government Technical Representative	
14. Assistance Amount Previous HUD Amount \$ HUD Amount this action \$ 500,000 Total HUD Amount \$ 500,000 Recipient Amount \$ Total Instrument Amount \$ 500,000		15. HUD Accounting and Appropriation Data 15a. Appropriation Number 15b. Reservation number Amount Previously Obligated \$ Obligation by this action \$ 500,000 Total Obligation \$ 500,000	

16. Description

FY 2023 Choice Neighborhoods Planning Grant

(grant type: Planning)

Public Housing Site: Robert T Wolfe Apartments

Neighborhood: Union Square


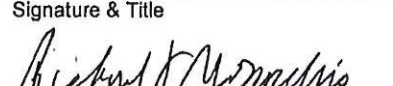
Located in: New Haven, CT

Unique Entity ID: C8AKPTBNY985

EIN/TIN: 06-6000413

Period of Performance Start Date: one day after HUD's signature on this form

Period of Performance End Date: 09/30/2025

17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. <input type="checkbox"/> Recipient is not required to sign this document.	
19. Recipient (By Name) Karen DuBois-Walton		20. HUD (By Name) Richard J. Monocchio	
Signature & Title  Executive Director	Date (mm/dd/yyyy) 10/17/23	Signature & Title  Principal Deputy Assistant Secretary	Date (mm/dd/yyyy) 9/18/23

FY 2023 Choice Neighborhoods Planning Grant Agreement

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FY 2023 Choice Neighborhoods Planning Grant Agreement

This grant agreement (“Grant Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and the Lead and Co-Applicant(s) (“Grantee”). The Grantee received a Choice Neighborhoods Planning Grant award as a result of an application submitted in response to the fiscal year (FY) 2023 Notice of Funding Opportunity (NOFO), for the creation of a Transformation Plan that is the subject of this Grant Agreement (“Transformation Plan”) and that is identified on the fund obligation document (Form HUD-1044).

While the Planning Grant is awarded to the Grantee, only the Lead Applicant identified in the Grantee’s Choice Neighborhoods Application (“Lead Grantee”) will have access to draw down funds in LOCCS. HUD agrees, subject to the terms of this Grant Agreement, to provide grant funds to the Lead Grantee, in the total amount listed on the Assistance Award/Amendment form (HUD-1044), for the activities described in the Transformation Plan as defined in Article IV.

The assistance that is the subject of this Grant Agreement is authorized by, and required to be used in accordance with, Section 24 of the U.S. Housing Act of 1937 and the Consolidated Appropriations Act, 2023 (Public Law 117-328, approved December 29, 2022)) (“FY 2023 Appropriations”), (collectively the “Choice Neighborhoods Authorization”).

The form HUD-1044 and the Exhibits are incorporated into and subject to the terms of this Grant Agreement.

HUD and the Grantee hereby agree to be bound by the following terms and conditions of this Grant Agreement:

ARTICLE I. Grant Award Date and Period of Performance

The Grant Award Date is September 13, 2023. The deliverables identified in Article V of this Grant Agreement are based on the Grant Award Date. The Period of Performance Start Date is September 14, 2023. The Period of Performance End Date is December 31, 2025.

ARTICLE II. Choice Neighborhoods Requirements

The Grantee agrees to conduct all activities to be assisted with funds provided under this Grant Agreement in accordance with the following requirements, as such requirements now exist or as they may hereafter be amended (hereafter collectively referred to as the “Choice Neighborhoods Requirements”):

- A. the U.S. Housing Act of 1937, as amended (the “1937 Act”), including Section 24 of the 1937 Act, and all implementing regulations, as applicable;
- B. the Consolidated Appropriations Act, 2023 (Public Law 117-328), approved December 29, 2022);
- C. the FY 2023 NOFO for the Choice Neighborhoods Initiative Planning Grants published via Grants.gov on April 4, 2023 (the “NOFO”);
- D. 31 U.S.C. § 1552. In accordance with this statute, all FY 2023 Choice Neighborhoods funds must be expended by September 30, 2032. Any funds that are not expended by that date will be cancelled and recaptured by the Treasury, and thereafter will not be available for obligation or expenditure for any purpose. **However, in accordance with the Choice Neighborhoods NOFO, the term of this Planning Grant is two years from the date of the Grant Agreement execution and all funds should be expended shortly after the end of the Planning Grant term.**
- E. In accordance with section 24(e)(2)(D) of the 1937 Act, Grantees must involve affected residents of the targeted public and/or assisted housing at the beginning and during the planning process. Grantees are required to involve the affected public and/or assisted housing residents in the planning process and implementation of your Transformation Plan. This involvement must be continuous from the beginning of the planning process through the implementation and management of the grant. In addition to the statutory requirement Grantees will be expected to undertake resident and community involvement in a manner and method at least as comprehensive as that described in your grant application.
- F. all executive orders applicable to the activities being conducted with funds provided under this Grant Agreement;
- G. the terms and requirements of this Grant Agreement, and any amendments or addenda thereto;

- H. all other applicable Federal requirements, including, without limitation, those set forth in Appendix A; and
- I. all regulations, handbooks, notices, and policies applicable to the activities being conducted with funds provided under this Grant Agreement;

ARTICLE III. Program Overview

- A. Choice Neighborhoods is designed to address struggling neighborhoods with distressed public housing or HUD-assisted housing through a comprehensive approach to neighborhood transformation. Local leaders, residents, and other stakeholders, such as public housing authorities, cities, schools, police, business owners, nonprofits, and private developers, come together to create a plan that transforms distressed HUD housing and addresses the challenges in the surrounding neighborhood. The program helps communities transform neighborhoods by revitalizing severely distressed public and/or assisted housing and investing and leveraging investments in well-functioning services, high quality public schools and education programs, high quality early learning programs and services, crime prevention strategies, public assets, public transportation, and improved access to jobs. Choice Neighborhoods is focused on three core goals:

1. **Housing:** Replace severely distressed public and assisted housing with high-quality mixed-income housing that is well-managed and responsive to the needs of the surrounding neighborhood;
2. **People:** Improve outcomes of households living in the target housing related to employment and income, health, and children's education; and
3. **Neighborhood:** Create the conditions necessary for public and private reinvestment in distressed neighborhoods to offer the kinds of amenities and assets, including safety, good schools, and commercial activity, that are important to families' choices about their community.

ARTICLE IV. Choice Neighborhoods Transformation Plan and Requirements

- A. General. The end product of this grant award is the submission to and acceptance by HUD of a Transformation Plan. The Transformation Plan should identify specific, integrated, and effective strategies to implement public and/or assisted housing revitalization, the coordination and design of supportive services, including educational opportunities for children, and neighborhood-level planning to improve a range of neighborhood assets. The Transformation Plan should be created as part of a collaborative planning process that involves neighborhood stakeholders and local governmental entities.

The Transformation Plan should translate the three core goals of Choice Neighborhoods – Housing, People and Neighborhood – into a strategy that will direct investments, demonstrate the commitment among a range of public and private partners to address interdependent neighborhood challenges, utilize data to set and monitor progress toward implementation goals, and engage community stakeholders and residents in meaningful decision-making

roles. HUD's acceptance of this plan will be based on the demonstration of a comprehensive and inclusive locally driven planning process. It is neither an approval nor an endorsement of any of the activities identified in the plan.

B. Program Activities. Activities under this Grant Agreement include tasks necessary to develop a Transformation Plan, align investments with this plan, and develop the relevant planning and evaluation capacity of the Grantee and its partners. Refer to section III.F of the NOFO for a detailed description of program activities. As stated in section III.F.1.a, required activities are:

1. Ensure meaningful resident, community, and stakeholder participation throughout the development of the Transformation Plan. At a minimum, residents of the target housing should have representation on a steering committee and task forces. This also includes public hearings, meetings, websites, forums, charrettes, and other communication that will provide all aspects of the policy and development plans. Applicants must provide alternative options to neighborhood residents, local business owners and employees, and civic and community organization representatives in sufficient time for them to review, react, and make informed decisions on how proposed plans and policies will impact their daily lives. This involvement must be continuous from the beginning of the planning process through the entire grant term. Activities should prioritize ways to advance equity by engaging underserved populations and communities traditionally marginalized from planning processes, such as low-income individuals and families, limited English speakers, persons with disabilities, and the elderly. For assistance in ensuring meaningful access for individuals with limited English proficiency, grantees should consult HUD's Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (HUD's LEP Guidance) published in the Federal Register on January 22, 2007 (72 Fed. Reg. 2732). Additional information is also available at www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-faq. Pursuant to section 504 of the Rehabilitation Act of 1973, recipients of federal financial assistance must ensure effective communication for persons with disabilities (see 24 CFR 8.6). This includes employing accessible means of technology to ensure that persons with disabilities can access information on the planning process, plans, and other information. All meetings must be held in facilities that are physically accessible to individuals with disabilities, and auxiliary aids or services and reasonable accommodations must be provided to ensure equal participation by individuals with disabilities. Where physical accessibility is not achievable, recipients and subrecipients must give priority to alternative methods of resident involvement that are accessible to and usable by individuals with disabilities and must ensure effective communication during such meetings or during other methods of engaging the residents in accordance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and HUD's implementing regulations at 24 CFR Part 8, and Title II of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12134) and the implementing regulation at 28 CFR Part 35.
2. Within the first 12 months of the Choice Neighborhoods grant, conduct a household-level needs assessment of the public and/or assisted housing residents in the target

development(s) to better design solutions for challenges facing the children and families of HUD housing. In addition, evaluate existing data (such as the census [including the American Community Survey (ACS)], police reports, healthcare agencies/providers, school reports, research surveys, etc.) to determine whether an assessment of households is required at the neighborhood level.

3. Devise a relocation strategy for residents that need to be displaced during the rehabilitation or reconstruction of the public and/or assisted housing.
4. If not already completed, have a market assessment of the target neighborhood conducted by an independent, third-party professional during the grant period. The conclusions drawn from this study must inform the development of the Transformation Plan.
5. If not already identified, select the master developer/housing developer that will implement the housing component of the Transformation Plan before the end of the grant term.
6. Complete a Phase I Environmental Site Assessment based on ASTM standards of the target redevelopment site(s) to determine the potential for and extent of any needed environmental remediation, in order for a grantee to determine a feasible timeline and budget for the realization of redevelopment efforts.
7. Contact the State Historic Preservation Officer (SHPO) to determine the potential for negative effects of demolition on historic properties if the target housing contains buildings 45 years of age or older.
8. Conduct comprehensive assessments to inform the preparation of the Transformation Plan. The assessments should include:
 - Current patterns of disinvestment within the neighborhood, including vacant/abandoned homes and businesses, the quality of the existing housing stock, foreclosures, and current home values and rents. Discuss other subsidized housing (e.g., Housing Choice Vouchers, LIHTC units, PBRA, state or locally subsidized affordable units) in the neighborhood that are not part of the target public and/or assisted housing project(s), the current mix of incomes, and any long-term economic factors for continued disinvestment that may be expected to continue, absent a publicly funded intervention;
 - The neighborhood's access to key assets, such as quality grocery stores, banks, health clinics and doctors' offices, schools, childcare facilities and early learning centers or programs, parks and recreational facilities, and public transit. Identify key neighborhood anchor institutions, such as major employers, universities, or hospitals that can reliably be expected to continue to provide significant economic activity;
 - Relevant developmental and social assets in the target neighborhood as these assets relate to opportunities for resident education, employment, health, mobility and safety;
 - Challenges and gaps in neighborhood services and assets; and

- Information from applicable fair housing planning (e.g. Analysis of Impediments to Fair Housing Choice, Assessment of Fair Housing, or other fair housing planning document) conducted by the local jurisdiction or public housing agency consistent with its obligation to affirmatively further fair housing, such as patterns of racial, national origin, and other demographic segregation or other fair housing issues in the neighborhood.

(9) Undertake a comprehensive and integrated planning process that addresses the challenges and gaps in services and assets identified through the needs assessments and leads to a plan for implementation that has broad community support, in the areas of:

(a) Housing. Adopt effective strategies to achieve the Housing goal. Such activities include but are not limited to:

- studies of the different options for revitalization, including the feasibility, costs and neighborhood impact of such options and the need for affordable housing;
- site planning and conceptual architectural design work that meets all applicable federal accessibility requirements, including but not limited to those under section 504 of the Rehabilitation Act of 1973 and HUD's implementing regulation at 24 CFR part 8, the Fair Housing Act and HUD's implementing regulation at 24 CFR part 100, and the Americans with Disabilities Act and the government-wide regulations at 28 CFR parts 35 and 36;
- designing a suitable replacement housing plan, in situations where partial or total demolition is considered;
- designing a relocation plan, including effective and meaningful strategies for housing mobility;
- conducting environmental or geotechnical studies of the target housing site; and
- developing a viable financing plan to implement the Housing component of the plan. The plan should consider a range of viable financing plans which are not dependent on a Choice Neighborhoods Implementation Grant in particular.

(b) People. Adopt effective strategies to achieve the People goal. Such activities include but are not limited to:

- planning for supportive services for the target housing residents to improve outcomes in employment and income, health, education, and housing stability, including:
 - Case management and/or service coordination to improve target housing residents' access to high-quality services that meet their needs.
 - Strategies that will result in increased income and employment for target housing residents, especially employment in living wage jobs, such as creating/coordinating a career pathway pipeline available to adults, developing direct connections to employers with living wage positions and/or opportunities for career advancement, and implementing a retention strategy that supports residents in retaining new jobs for at least the first 90 days.
 - Strategies that will result in improved physical and mental health outcomes and regular health care access for target housing residents, such as offering services to: support and connect uninsured adults and children to health insurance; ensure adults and children have a place of healthcare where they regularly go, other than an emergency room, when they are sick or need advice about their health; ensure

adults and children receive ongoing care and appropriate treatment for chronic conditions as well as preventative healthcare; and, as applicable, connect children and adults to trauma-informed care and mental health services.

- Strategies to ensure all children living in the target HUD-assisted housing will enter kindergarten ready to learn, such as offering services to: enroll, track and support the attendance of children from birth to kindergarten in high-quality, evidence-based early education programs, which may include center-based or formal home-based programs; support the attendance of families with children from birth through Kindergarten (especially children who are not yet enrolled in early education) in evidence-based programs for caregivers, such as home visiting or educational parent/play groups; and ensure all young children receive regular developmental screenings (e.g., Ages and Stages) and, if a delay is identified, are connected with appropriate early behavioral health services.
- Strategies to ensure all school-aged children living in the target housing are proficient in core academic subjects, attending school consistently, and are graduating from high school college- and career-ready, such as offering services to: work one-on-one with school-aged children and their families to identify and support their individual education needs and goals; enroll, track and support the attendance of school-aged children in high-quality School-Based or Out-of-School Education programs; and provide individualized wrap-around services to school-aged children and their families as needed to support their educational outcomes and participation in high quality programming.

(c) Neighborhood. Adopt effective strategies to achieve the Neighborhood Goal and Objectives. Such activities include but are not limited to: planning for neighborhood-level improvements across the range of Neighborhood Objectives; aligning with existing planning processes and activities in the local jurisdiction and/or metropolitan area or county/parish; planning for neighborhood economic development activities; and partnering with the necessary agencies and organizations and developing a viable financing plan to implement the Neighborhood component of the plan.

C. Other eligible activities should be included in the Transformation Plan consistent with section III.F.1.b of the NOFO.

D. Program Requirements. In developing the Transformation Plan, Grantees should evaluate and incorporate the general requirements contained in section III.F.2 of the NOFO as they are applicable to their Transformation Plan.

ARTICLE V. Deliverables

A. Schedule and Budget. In preparation for creating a Transformation Plan, Grantees must submit the following to HUD within 90 calendar days from the Grant Award Date for HUD's review and approval. HUD reserves the right to require Grantee to make edits to these items to put them in a form and substance acceptable to HUD.

1. A Program Schedule identifying tasks and milestones by date, in accordance with the Choice Neighborhoods NOFO;

2. A Choice Neighborhoods Planning Grant Budget, as described in Article VII; and
 3. Any other information or documentation that is not otherwise required under the NOFO or this Grant Agreement but that is requested by HUD to supplement or refine information provided in the Choice Neighborhoods Application or to meet any terms or conditions of the Grant Agreement.
- B. The Grantee must submit documents that assist in the development of the Transformation Plan to HUD during the term of the Planning Grant. HUD may provide comments and guidance on these draft documents, which the Grantee should use in drafting the Transformation Plan. The documents that are required are:
1. Outline with Content. The Grantee must submit showing at a minimum the outline with some of the content that will be in the Transformation Plan no later than 12 months after the Grant Award Date.
 2. Draft Transformation Plan. The Grantee must submit a draft Transformation Plan to HUD no later than 18 months after the Grant Award Date.
 3. Transformation Plan. The Grantee must submit a final Transformation Plan no later than 24 months after the Grant Award Date.
- C. All other required information or submissions as requested by HUD pursuant to paragraph (A)(3) of this Article must be submitted in accordance with the Reporting Requirements as described in Article XIII, in a form and substance acceptable to HUD.
- D. Time Extensions. All requests for extensions of the time periods for the deliverables listed above should be requested by the Grantee in advance of the deadline date. All requests for extensions must be made in writing and will be reviewed and approved or disapproved by the Deputy Assistant Secretary for the Office of Public Housing Investments or her designee.

ARTICLE VI. Changes to the Grantee's Plan

- A. Changes Requiring Prior HUD Approval. If the following activities in the application are to be modified or amended, the Grantee must request and obtain prior written HUD approval:
1. Program Schedule. The Grantee must inform HUD immediately, in writing, of any problems, delays or adverse conditions that will impair materially the Grantee's ability to comply with the Program Schedule, and include a statement of action taken, or proposed to be taken, and any assistance needed to resolve the situation. HUD must approve any proposed changes to the Program Schedule that would significantly modify a date or time period.

2. Changes in an activity within any Budget Line Item (BLI) in LOCCS that are greater than 10 percent of the approved Choice Neighborhoods Budget;
3. An extension of the period of availability of the Choice Neighborhoods Grant funds provided under this Grant Agreement, not to go beyond the statutory timeframes;
4. Any material changes to the contract between the Grantee and the Planning Coordinator, if applicable; and
5. Any loss or replacement of committed funds which were identified for purposes of rating and ranking the leverage section of the grant.

ARTICLE VII. Choice Neighborhoods Budget and Funding Requests

- A. Budget. The Grantee must ensure that funds provided under this Grant Agreement are expended in accordance with the Choice Neighborhoods Requirements and a Choice Neighborhoods Budget. The Choice Neighborhoods Budget allocates all Choice Neighborhoods Grant funds into Budget Line Items (BLI). The Choice Neighborhoods Budget will serve as the primary budget and may be subject to revision. Grantees should consult the “Planning Grant Budget Guidance” posted to the Choice Neighborhoods website (www.hud.gov/cn) for detailed description of eligible activities and which BLI each cost is categorized.
- B. Budget Form. Each budget submitted in accordance with paragraph (A) of this Article must be submitted on the Choice Neighborhoods Planning Grant budget form (HUD-53421), Parts I, II, and III. Part I must be signed and dated by the executive officer of the Lead Grantee and Part II must include a detailed description of the uses of the grant funds. Part III shows the match and leverage funds committed to the planning process. Grantees must track their leveraged fund expenditures and will report this information in the quarterly report.
- C. Pre-Grant Agreement Execution Costs. After the execution of this Grant Agreement, the Grantee may include in its Choice Neighborhoods Budget, and the Lead Grantee may draw down funds for costs that were incurred prior to execution of this Grant Agreement, provided that such costs were incurred after the Grant Award Date, are directly associated with the activities to be funded under this Choice Neighborhoods Grant, and are approved as reasonable and eligible by HUD. Choice Neighborhoods Grant funds cannot be used to pay for any activities carried out on or before the Period of Performance Start Date.
- D. Early Action Activity. The Grantee may request up to \$150,000 of Choice Neighborhoods Grant funds for an Early Action Activity project (as defined in the NOFO) costs in conjunction with submitting the Choice Neighborhoods Budget form to HUD. The Grantee must submit a proposal to HUD describing the project within one year of the Grant Award date. Funds may be drawn down for eligible costs (as defined in the NOFO), subject to receiving HUD approval and subject to conducting an environmental review in accordance

with 24 CFR part 58. Early Action Activity projects must be completed by the end of the grant term.

E. Administration, Fees and Costs.

1. Cost Controls. The Grantee will comply with HUD guidance and policies that establish reasonable costs for administration, management improvements/capacity building, planning, technical assistance, and fees and costs.
2. Lobbying. The Grantee hereby certifies that no funds provided under this Grant Agreement will be expended for lobbying activities, as prohibited by Section 319 of Public Law 101-121 (which prohibits recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government), and implemented for HUD at 24 CFR part 87, as the same may be amended from time to time. The Grantee will disclose promptly any commitment or expenditure of non-appropriated funds for lobbying activities if those activities would be prohibited if paid with appropriated funds.

F. Program Income. Program Income is defined in 2 CFR § 200.1, or successor regulation. If the Grantee receives program income from the Early Action Activity (e.g., from the sale of acquired land):

1. prior to grant closeout program income must be reinvested in the development or neighborhood and used for Choice Neighborhoods eligible purposes, unless otherwise approved by HUD.
2. after grant closeout, program income must be reinvested in the development or neighborhood and used for Choice Neighborhoods eligible purposes, unless otherwise approved by HUD. Before the grant is closed out, Grantee must submit a plan for how program income will be reinvested, in a form and substance that is acceptable to HUD for HUD's review and approval. HUD will determine with the Grantee what the sources of program income are. The language of this provision shall survive grant closeout and termination of this Grant Agreement.

ARTICLE VIII. Project Drawdowns

- A. LOCCS Payment System. Consistent with 2 CFR Part 200, the Lead Grantee will request all drawdowns of Choice Neighborhoods Grant funds under the Line of Credit Control System (LOCCS), unless and until another payment system is designated by HUD. The Lead Grantee will comply with all rules, guidelines, and notices established for Choice Neighborhoods under LOCCS, or any substitute system, in connection with any drawdown of Choice Neighborhoods Grant funds. If HUD designates a different payment system, it will be based upon the provisions of 2 CFR § 200.305.

B. Drawdowns.

1. The Grantee may draw down Choice Neighborhoods Grant funds for a BLI in an amount up to the amount of that BLI that HUD has approved and made available for drawdown.
2. Any request for funds in excess of 10 percent of the entire grant amount in any month must be manually reviewed and approved by HUD. The Grantee must submit copies of the invoices supporting the drawdown amount to the Team Coordinator.

C. Drawdown Consequences of Default.

1. Withholding of Payments. HUD may withhold payments in accordance with 2 CFR § 200.339.
2. Grantee Representations. Each drawdown request by the Grantee will constitute, and be deemed to be, a representation that the Grantee is not in default under this Grant Agreement (except as the Grantee previously may have disclosed to HUD in writing).
3. Overdue Reports. HUD may elect to suspend draws under this Grant Agreement during any period in which the Grantee has failed to file with HUD any quarterly report.

ARTICLE IX. Matching and Leveraged Funds

- A. Match Requirements. In accordance with section 24(c) of the 1937 Act (42 U.S.C. 1437v(c)), Grantee must have secured a match in the amount of five percent of the grant amount in cash or in-kind donations.
- B. Match Donations and Leverage Resources. Grantee shall keep documentation on matching and leveraged funds during the term of this Grant Agreement and shall provide this documentation in a format acceptable to HUD upon request by HUD, until the closeout of this grant. The documentation should show that the funds are secured and the Grantee should keep records showing how those funds have been expended over time.

ARTICLE X. Grantees, Subrecipients and Contractors

A. General Grantee Responsibilities.

1. Planning Team. The Grantee agrees to promptly assemble a competent planning team, if the Grantee has not already, to assist in working with the Grantee's partners and collaborators and coordinating all phases of the planning process. In the event of a default under the terms of this Grant Agreement, HUD reserves the right to require a Grantee to procure a planning coordinator in order for the Grantee to meet the performance standards detailed in this agreement.

2. Choice Neighborhoods Requirements. The Grantee shall ensure that any entity to which it makes grant funds available will comply with the Choice Neighborhoods Requirements.
3. Required Certifications.
 - a. The Grantee must ensure that all subrecipients and contractors execute an original document in the form of Exhibit A, as appropriate, to this Grant Agreement at the time the Grantee executes any contract with any subrecipient or contractor to provide goods or services under this Grant Agreement. The Grantee will retain the executed original certification together with the executed contract documents.
 - b. Grantees that are public housing authorities (PHA Grantee) must ensure that the requirements contained in the General Conditions for Non-Construction Form (Form 5370-C) are included in any solicitation in connection with non-construction contracts that will be made by the PHA Grantee and paid for with assistance under this Grant Agreement. Such conditions must also be included in any non-construction contract entered into by the PHA Grantee.
 - c. Certifications required by 2 CFR 200.415.

B. Administrative Requirements for Grantees.

1. Public housing authority, local government, Indian tribe, and non-profit entity grantees are subject to 2 CFR Part 200. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the NOFO and this Agreement, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments.

C. Administrative Requirements for Subrecipients and Related Agreements.

1. Public housing authority, local government, Indian tribe, and non-profit subrecipients are subject to the requirements of 2 CFR Part 200. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the NOFO and this Agreement, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments.
2. For-profit subrecipients are subject to the requirements of 2 CFR Part 200, Subparts A-E. The Grantee is responsible for establishing audit requirements consistent with 2 CFR 200.501(h). Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the NOFO and this Agreement, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments.
3. Suspension and Debarment. Grantees are subject to the requirements of 2 CFR 200.214.

4. Grantee Responsibilities Regarding Subrecipients. Grantees will be responsible for:
 - a. ensuring that subrecipients are aware of the requirements imposed upon them by Federal statutes, regulations, and this Grant Agreement;
 - b. ensuring that all subrecipient agreements include any clauses required by Federal statutes and their implementing regulations and executive orders; and
 - c. monitoring subrecipients' performance to ensure compliance with this Grant Agreement.

D. Administrative Requirements for Contractors and Subcontractors and Related Contracts.

1. Grantee's procurement of contractors or subcontractors. Consultant and Professional Services. Grantees that obtain professional or consultant services from persons who are not officers or employees of the Grantee (i.e., independent contractors) are subject to 2 CFR Part 200.459. However, if the Grantee can demonstrate to HUD that the services to be provided by the contractor or subcontractor only from that one source, the Grantee may request HUD approval to select the entity under a non-competitive procurement pursuant to 2 CFR 200.320(c).
2. Trigger for the Submission of Contracts. Contracts must be submitted to HUD for prior approval if required by 2 CFR Part 200, Subpart D, or if requested by HUD. Any modification of a contract that must be submitted to HUD for prior approval if required or requested is also subject HUD's written approval before the execution of the modification.
3. Suspension and Debarment. Grantees must comply with 2 CFR 200.214.

ARTICLE XI. No Third-Party Rights

The Grantee and HUD are the sole parties to this Grant Agreement and do not intend to create any third-party beneficiaries to this Grant Agreement. Notwithstanding the provisions set forth in this Grant Agreement concerning consultations with residents and dissemination of information to residents, nothing in this Grant Agreement may be construed as conferring the status of third-party beneficiary upon the residents; and in no event shall any entity other than the Grantee have direct rights to the Choice Neighborhoods funds provided for under this Grant Agreement.

ARTICLE XII. Conflict of Interest

- A. Prohibition. The Grantee shall comply with the conflict of interest requirements in 2 CFR 200.318. No person who is an employee, agent, officer of the Grantee or member of his or immediate family, or his or her partner, or an organization which employs or is about to employ any of the parties indicated herein and who exercises any functions or responsibilities with respect to activities assisted under this Choice Neighborhoods Grant may have a direct

interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder.

B. HUD-Approved Exception.

1. **Standard.** HUD may grant an exception to the exclusion in paragraph (A) of this Article on a case-by-case basis when it determines that such an exception will serve to further the purposes of Choice Neighborhoods and its effective and efficient administration.
2. **Procedure.** HUD will consider granting an exception only after the Grantee has provided a disclosure of the nature of the conflict, accompanied by:
 - a. an assurance that there has been public disclosure of the conflict;
 - b. a description of how the public disclosure was made; and
 - c. an opinion of the Grantee's attorney that the interest for which the exception is sought does not violate State or local laws.
3. **Consideration of Relevant Factors.** In determining whether to grant a requested exception under paragraph (B) of this Article, HUD will consider the cumulative effect of the following factors, where applicable:
 - a. whether the exception would provide a significant cost benefit or an essential degree of expertise to the Transformation Plan that would otherwise not be available;
 - b. whether an opportunity was provided for open competitive bidding or negotiation;
 - c. whether the person affected is a member of a group or class intended to be the beneficiaries of the Transformation Plan and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - d. whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process, with respect to the specific activity in question;
 - e. whether the interest or benefit was present before the affected person was in a position as described in paragraph (A) of this Article;
 - f. whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - g. any other relevant considerations.

ARTICLE XIII. Reporting Requirements

A. Quarterly Report.

1. The Grantee will submit to HUD a Quarterly Report on the 15th day of the month after each calendar quarter. The first report will be due in January 2024. If the due date falls on a Saturday, Sunday, or Federal Holiday, the report is due the next business day. In the Quarterly Report the Grantee will report the progress of their grant for the previous quarter, including but not limited to progress against their schedule and budget, expenditures to date, and a narrative statement on their progress, progress on financing

leverage secured to date for the planning grant and leverage for the implementation of the plan. The Grantee should also include, as appropriate, best practices and lessons learned from the date of the prior Quarterly Report.

2. Failure to submit to HUD a timely Quarterly Report may result in a suspension of Choice Neighborhoods Grant funds in LOCCS until such time as the report is received and approved by HUD, and/or any other default remedy authorized by Article XV.
- B. Obligations and Expenditures. The Grantee must enter cumulative obligation and expenditure data into LOCCS by the due dates established by HUD, whether or not there has been any change in the cumulative amounts since the end of the last quarter.
- C. Additional Information Requests. Subject to paragraph (D) of this Article, the Grantee will comply with all other reporting requirements from time to time established by HUD, in its sole discretion, in connection with the Choice Neighborhoods Program. The Grantee will:
1. fully cooperate with all reasonable information gathering requests made by HUD or contractors of HUD in the course of authorized evaluations of the Choice Neighborhoods Program; and
 2. if requested, submit any post-closeout reports, in the forms prescribed by HUD, for a reasonable period of years as designated by HUD.
- D. Additional Requirements. The Grantee agrees to comply with all other terms and conditions HUD may establish to administer, monitor, or evaluate the Choice Neighborhoods Program in an effective and efficient manner. Notwithstanding the foregoing, however, except as provided in Article XV, HUD hereafter will not establish any additional terms and conditions without:
1. consideration of the burden imposed on the Grantee by such conditions or requirements;
 2. consideration of the availability of less burdensome conditions or requirements; and
 3. in the case of a term or condition applicable solely to the Grantee, consulting in advance with the Grantee.

ARTICLE XIV. Technical Assistance

- A. Site Visits. The Grantee acknowledges and agrees that HUD, or its designees, may conduct site visits and inspections as deemed necessary by HUD based upon the Grantee's needs in creating the Transformation Plan or the needs of the Choice Neighborhoods Program. Technical assistance site visits may be provided by HUD or its designees:
1. in response to requests from the Grantee; or
 2. based upon demonstrated needs of the Choice Neighborhoods Program; or

3. as provided in paragraph (B) of this Article.
- B. HUD Assessment. HUD representatives will visit the site and make an assessment of any technical assistance and/or training that the Grantee may require for the creation of the Transformation Plan. HUD will consult with the Grantee in determining the Grantee's specific technical assistance and training needs and will carry out subsequent on-site assessments, as necessary.
- C. Technical Assistance Provider. If HUD determines, in its discretion, that technical assistance and/or training is necessary for the creation of the Transformation Plan, it will assign a technical assistance provider to work with the Grantee for this purpose.
- D. Grantee Training/Technical Assistance. The Grantee agrees to use its best efforts to attend any training and to accept any technical assistance provided or sponsored by HUD.

ARTICLE XV. Unsatisfactory Performance/Default

- A. In accordance with Section 24(i) of the 1937 Act, if the Grantee defaults under this grant agreement, HUD may withdraw any unobligated grant amounts and may pursue other actions as described in this Article. HUD shall redistribute any withdrawn amounts to one or more other applicants eligible for Choice Neighborhoods assistance or to one or more other entities capable of proceeding expeditiously in the same locality in carrying out the planning process of the original Grantee. This section applies to all Grantees regardless of their status as a local government, PHA, for-profit, or other entity.
- B. Default. Each of the following events or occurrences, to the extent it constitutes a material breach or occurrence, may constitute a default by the Grantee under this Grant Agreement, as determined by HUD in its sole discretion:
 1. use of funds provided under this Grant Agreement for any purpose, in any manner or at any time, other than as authorized by this Grant Agreement;
 2. failure to comply with the Choice Neighborhoods Requirements or any other Federal, State, or local laws, regulations, or requirements applicable in creating the Transformation Plan;
 3. failure to make any submission under Article V, perform any obligation, or otherwise fail to proceed in a manner consistent with the Transformation Plan, (including, without limitation, failure to accomplish an activity by the date specified in the Program Schedule);
 4. any material misrepresentation in any of the required submissions, including, without limit, any misrepresentations in any of the submissions required by Article V; or

5. failure to comply with, or any material breach of, any other requirements, conditions, or terms of this Grant Agreement.

C. Notice of Default and Action(s) to Cure.

1. General. HUD will give the Grantee written notice of any default. The notice will give the Grantee the opportunity to cure such default within 30 days of the date of the notice, or to demonstrate within this time period, by submitting substantial evidence satisfactory to HUD, that it is not in default. If the default is not able to be cured within the 30-day period, the Grantee will demonstrate, to HUD's satisfaction, that the Grantee has taken actions necessary to cure the default and that the default is curable within 90 days from the date of the default notice. Additionally, the Grantee must agree to carry out such cure diligently and to complete the cure within the 90-day period.
2. Immediate Default. Notwithstanding the provisions of paragraph (C)(1) of this Article, HUD in its sole discretion may place the Grantee into immediate default for not being in compliance with its Program Schedule or for non-compliance with Choice Neighborhoods Requirements once written notification of default has been provided to the Grantee. At that time, HUD may immediately begin imposing consequences of default, including specifically the suspension of draws of the Choice Neighborhoods grant.
3. Imminent Threat. Notwithstanding the provisions of subparagraph (C)(1) of this Article concerning the opportunity to cure defaults, if HUD reasonably determines that there is an imminent threat that the Grantee will expend additional Choice Neighborhoods Grant funds in violation of the provisions of this Grant Agreement, HUD may implement the remedial action provided for under subparagraph (C)(4) of this Article to prevent any such unauthorized expenditure until such time as the Grantee has complied with the cure provisions set forth above. HUD will implement such remedial action by written notice set forth either in the notice of default given under paragraph (C)(1) of this Article or by subsequent written notice to the Grantee. An imminent threat is not an immediate default.
4. Consequences of Default. If the Grantee fails to cure all defaults specified in the notice of default within the time periods set forth in paragraph (C)(1) of this Article, or fails to diligently pursue or complete any cure as provided in paragraph (C)(1), HUD may take any of the following remedial actions, upon written notice to the Grantee:
 - a. requiring a Grantee in default to provide evidence to HUD of acceptable performance over such period of time as specified by HUD and to obtain written approval from HUD to proceed to the next phase of activities;
 - b. requiring additional, more detailed financial reports;
 - c. requiring additional project monitoring;
 - d. requiring the Grantee (or subrecipient) to obtain technical or management assistance;
 - e. establishing additional prior approvals;

- f. require the Grantee, within a time period established by HUD, to prepare a revised Program Schedule, obtain HUD's approval thereto, and follow such revised Program Schedule to complete the activities under the Grant Agreement;
 - g. require the Grantee, within a time period established by HUD, to revise any activity under the Grant Agreement in order to successfully complete the activities under the Grant Agreement in a manner satisfactory to HUD, including, without limitation, exclusion or revision of affected activities, revision of the Choice Neighborhoods Budget as necessary, and substitution of other eligible activities;
 - h. require submission of additional documentation before any additional request for funds will be approved;
 - i. temporarily suspend the Grantee's authority to draw down Choice Neighborhoods Grant funds for affected activities, or at HUD's sole discretion for all activities, pending action to cure the defaults;
 - j. disallow use of Choice Neighborhoods Grant funds for all or part of the cost of the activity or action not in compliance;
 - k. recover amounts determined by HUD to have been improperly expended, including any property obtained by the Grantee with such grant funds;
 - l. require reimbursement by the Grantee for Choice Neighborhoods Grant funds determined by HUD to have been improperly expended;
 - m. make arrangements satisfactory to HUD, in its sole discretion, for use of an entity other than the Grantee to carry out activities assisted under the Grant Agreement, including requiring the Grantee to assign any outstanding contracts obligating grant funds to another entity.
5. Additional Enforcement Actions. If HUD determines that the remedial actions taken by HUD under paragraph (C)(4) of this Article have not been effective in curing the default, or if the Grantee has not complied with the requirements imposed by HUD under paragraph (C)(4) and has not otherwise cured the default, or if HUD exercises its discretion under subparagraph (C)(2) of this Article to institute any of the following actions, HUD may take any of the following remedial or enforcement actions (in addition to any of the remedies permitted under paragraph (C) of this Article upon written notice to the Grantee):
- a. reduce the Choice Neighborhoods Grant in the amount affected by the default;
 - b. terminate the Choice Neighborhoods Grant as to all further activities and initiate closeout procedures;
 - c. recapture any Choice Neighborhoods Grant funds not obligated by the Grantee.
 - i. If the basis for the Grantee's default is its failure to comply with the reasonable time periods established by HUD under Article V, HUD shall, in accordance with section 24(i) of the 1937 Act, and unless otherwise approved by HUD under paragraph (C)(3) of this Article, recapture any Choice Neighborhoods Grant funds not obligated by the Grantee.
 - ii. If the Grantee fails to comply with the reasonable time periods established in Article V, HUD may take into account whether factors beyond the Grantee's control are the cause of the delay.
 - d. take action against the Grantee under 24 CFR part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards; and

- e. take any other available legal or equitable remedial action, including, but not limited to, any remedial actions available under a PHA's ACC and/or premised on HUD's interest in the housing development established in the relevant Declaration of Trust or Declaration of Restrictive Covenants or housing assistance contract, as applicable.
- 6. Delinquent Federal Debts. Consistent with the purposes and intent of 31 U.S.C. 3720B and 28 U.S.C. 3201(e), Grantees with an outstanding federal debt must provide to HUD a negotiated repayment schedule which is not delinquent or have made other arrangements satisfactory to HUD. If arrangements satisfactory to HUD cannot be completed within 90 days of notification of selection, HUD will not make an award of funds to the Grantee, but offer the award to the next eligible Grantee. Applicants selected for funding, or awarded funds, must report to HUD changes in status of current agreements covering federal debt. If a previously agreed-upon payment schedule has not been adhered to or a new agreement with the federal agency to which the debt is owed has not been signed, the Grantee will be considered to be in default under this Agreement.

ARTICLE XVI. Funding Obligation Date, Date of Funding Availability and Effective Date

The date of obligation by HUD of the funding to the Grantee under this Grant Agreement is the date HUD signed the form HUD-1044. The date of fund availability for this Grant Agreement is the date that the Lead Grantee signs the HUD-1044. The effective date of the Grant Agreement is the date that HUD signs the signature page of the Grant Agreement.

ARTICLE XVII. Project Closeout

- A. Grants will be closed out in accordance with 2 CFR 200.344, or successor regulation, and as detailed in the Choice Neighborhoods closeout guidance. The program specific guidance is posted to the Choice Neighborhoods website. The closeout process generally includes the following steps:
 - 1. Submission of closeout materials. Within 120 days after the Period of Performance End Date, Grantee must submit closeout materials, including a termination of disbursements letter, the final Choice Neighborhoods budget, and the Actual Choice Neighborhoods Cost Certificate (ACNCC) (form HUD-50163).
 - 2. HUD Review of Preliminary Closeout Materials. HUD will review Preliminary Closeout Materials to confirm that:
 - a. The amounts on the final Choice Neighborhoods Budget and ACNCC agree as to funds approved, obligated, and expended.
 - b. The amount of funds approved and disbursed on the ACNCC agrees with HUD records in LOCCS.
 - c. If HUD disbursed more funds than the Grantee expended, the Grantee will immediately remit to HUD the excess funds, without waiting for completion of the final audit.

3. Final Audit. Following HUD approval of the Preliminary Closeout Materials, the Grantee must conduct a final audit of the Planning Grant in accordance with the requirements of 2 CFR Part 200, Subpart F. and forward the audit to HUD for approval.

4. Final Closeout. Upon receipt of the final audit, the designated HUD official will execute the ACNCC. Any funds remaining in the Planning Grant will be recaptured by HUD. A Post-Audit Date will be entered into LOCCS and the grant will be closed.

ARTICLE XVIII. Money Damages

This grant agreement does not contemplate money damages for breach of the agreement by HUD. The Grantee is entitled to any relief against HUD for breach of the agreement that is provided by the Administrative Procedure Act.

ARTICLE XIX. Points of Contact

Any correspondence related to this Grant Agreement should be directed to the following points of contact for HUD, the Lead Grantee, and any other Grantees:

For the U.S. Department of Housing and Urban Development:

Ms. Luci Blackburn

Choice Neighborhoods Director, Office of Public Housing Investments

U.S. Department of Housing and Urban Development

451 7th Street, SW Room 4130

Washington, DC 20410

For the Lead Grantee:

Ms. Karen DuBois-Walton

Executive Director

Housing Authority of New Haven

360 Orange Street

New Haven, CT 06511-6486

For the Co-Grantee:

Ms. Karen DuBois-Walton

President

The Glendower Group, Inc.

360 Orange Street

New Haven, CT 06511-6486

ARTICLE XX. Signature Page.



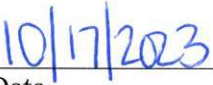
Karen DuBois-Walton
Executive Director
Housing Authority of New Haven



Date



Karen DuBois-Walton
President
The Glendower Group, Inc.



Date

**MARIANNE
NAZZARO**

Digitally signed by: MARIANNE NAZZARO
DN: CN = MARIANNE NAZZARO C = US
O = U.S. Government OU = Department of
Housing and Urban Development, Office
of Public and Indian Housing
Date: 2023.12.15 11:50:32 -05'00'

12/15/2023

Marianne Nazzaro
Deputy Assistant Secretary
Office of Public Housing Investments
U.S. Department of Housing and Urban Development

Date

Appendix A

Additional statutory, regulatory, and other requirements with which Grantee must comply as applicable include:

1. Build America, Buy America (BABA): As applicable to the Early Action Activity, compliance with the Build America, Buy America (BABA) Act procurement requirements and implementing guidance available on HUD's dedicated website: https://www.hud.gov/program_offices/general_counsel/baba.
2. Fair Housing Certifications, as the same maybe amended from time to time, and any additional Fair Housing requirements that may become applicable:
 - A. the Fair Housing Act (42 U.S.C. §§ 3601 et seq.) and regulations pursuant thereto 24 CFR part 100;
 - B. Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 CFR part 107);
 - C. the fair housing poster regulations (24 CFR part 110) and advertising guidelines (24 CFR part 108);
 - D. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-2000d-4) and regulations pursuant thereto (24 CFR part 1) relating to nondiscrimination in housing;
 - E. the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 CFR part 146);
 - F. the prohibitions against discrimination on the basis of disability, including requirements that the Grantee make reasonable modifications and accommodations and make units accessible, under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and regulations issued pursuant thereto (24 CFR part 8) or the 2010 ADA Standards for Accessible Design;
 - G. the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and its implementing regulation at 28 CFR part 35; and
 - H. the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151) and regulations issued pursuant thereto (24 CFR part 40).
 - I. Accessible Technology. Section 508 of the Rehabilitation Act of 1973, as amended (Section 508) requires HUD to ensure, when developing, procuring, maintaining, or using electronic and information technology (EIT), that the EIT allows persons with disabilities to access and use information and data comparably to those without disabilities unless an undue burden would result to the Federal agency. HUD encourages its recipients to adopt the goals and objectives of Section 508 by ensuring comparable access whenever EIT is used. Recipients must also comply with Section 504 of the Rehabilitation Act and, where applicable, the ADA. These statutes also require effective communication with individuals with disabilities and prohibit EIT-imposed barriers to access information, programs, and activities for persons with disabilities.
3. Finance and Accounting
 - A. Commingling of Grant Funds. The Grantee agrees that, in its recordkeeping, it will not commingle Choice Neighborhoods Grant funds with funds from any other sources

including, but not limited to, other HUD program funds or funds from other Federal, State, or local government agencies. (Such other funds may be used to carry out the Transformation Plan, so long as they are not commingled in the Grantee's recordkeeping.)

- B. Duplication of Funding. The Grantee will ensure that Choice Neighborhoods Grant funds are not used to duplicate work that is funded with any other HUD funds, funds from any other Federal program, or from any other funding source identified under the Transformation Plan, and will establish controls to assure non-duplication of funding.

4. Record Retention

- A. Record Retention Authorities. The Grantee must comply with and be subject to all Federal recordkeeping requirements, including, but not limited to 2 CFR 200.334.
 - B. Record Retention Requirements. Grantees must retain records in accordance with the requirements of paragraph (A) above, including, but not limited to:
 - 1. the amount and disbursement of funds received under this Choice Neighborhoods Grant, including sufficient records that document the reasonableness and necessity of each expenditure;
 - 2. the amount and nature of any other assistance, including cash, services, or other items contributed to assist in the development of the Transformation Plan or contributed as a condition of receiving this Choice Neighborhoods Grant;
 - 3. any other proceeds received for, or otherwise used in connection with, the Transformation Plan; and
 - C. Access to Records. For the purpose of audit, examination, monitoring, and evaluation, the Grantee will give HUD (including any duly authorized representatives and the Inspector General) access, and will ensure that any participating party will give HUD such access, to any books, documents, papers, and records of the Grantee, or such participating party, that are pertinent to assistance received under this Choice Neighborhoods Grant or under the Transformation Plan, including all records required to be kept by paragraph (B) above.
5. Reporting. Compliance with the Federal Funding Accountability and Transparency Act of 2006 (31 USC 6101 note), (Public Law 109-282) (Transparency Act), as amended. Please refer to www.fsrs.gov for complete information on requirements under the Transparency Act and OMB guidance.
6. Eminent Domain. Section 407 of Div. H, Title IV of the Consolidated Appropriations Act, 2023, prohibits the use of funds to support any federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use.

EXHIBIT B

HUD Early Action Activity Approval



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING

December 11, 2024

Shenae Draughn
Executive Vice President
Elm City Communities
360 Orange Street
New Haven, CT 06511

SUBJECT: FY 2023 Choice Neighborhoods Planning Grant
Union Square Neighborhood: Deliverable One
Grant #: CT1E004CNP123

Dear Ms. Draughn,

Thank you for submitting the Choice Neighborhoods Transformation Plan Outline with Content and Early Action Activity proposal for the Union Square Neighborhood, which is the first deliverable of your FY 2023 Choice Neighborhoods Planning Grant. The Transformation Plan Outline with Content and Early Action Activity proposal was submitted on September 13, 2024, and I am pleased to inform you that the deliverable is accepted.

Your grant management team has provided feedback on the Outline with Content and Early Action Activity. We encourage you to consider these comments as you draft the second deliverable, the Draft Transformation Plan, which is due on March 13, 2025. As a reminder, your Transformation Plan should not be viewed simply as a deliverable to HUD. Rather, it represents the collective vision of the community and a blueprint for action. As such, it should be written so that it can be used as a marketing tool for communicating this vision and specific strategies to community members, potential funders, and other partners.

Thank you for your continued commitment to the Robert T. Wolf/Union Square community. Should you have any questions, please contact your Team Coordinator, Kathy Carter, at katherine.carter@hud.gov.

Sincerely,

A handwritten signature in blue ink that reads "Luci Ann Blackburn".

Luci Blackburn
Director, Choice Neighborhoods Program
Office of Public Housing Investments

EXHIBIT C

The City Work & Schedule

Activity	Amount	Responsible Party	Sources	Projected Completion Date
Install and Rebuild Stone Dust Paths	\$65,000	City of New Haven	Planning Grant	September 30, 2025
Interpretive Display	\$35,000	City of New Haven	Planning Grant	October 31, 2025
Pendulum Swing	\$28,000	City of New Haven	Planning Grant	September 30, 2025
Banners	\$10,000	City of New Haven	Planning Grant	July 31, 2025
Construction Contingency	\$12,000	City of New Haven	Planning Grant	September 30, 2025
Total	\$150,000			

EXHIBIT D

Payment Schedule

Activity	Amount	Responsible Party	Sources	Projected Completion Date
Install and Rebuild Stone Dust Paths	\$65,000	City of New Haven	Planning Grant	September 30, 2025
Interpretive Display	\$35,000	City of New Haven	Planning Grant	October 31, 2025
Pendulum Swing	\$28,000	City of New Haven	Planning Grant	September 30, 2025
Banners	\$10,000	City of New Haven	Planning Grant	July 31, 2025
Construction Contingency	\$12,000	City of New Haven	Planning Grant	September 30, 2025
Total	\$150,000			

The City shall invoice the CN Grantee no more than once per month for completed activities. The City shall notify the CN Grantee upon the completion of each of the activities outlined above. The CN shall inspect the work to ensure that it completed in accordance with the design and specifications approved by the CN Grantee,

EXHIBIT E

Certification and Assurances

CERTIFICATION AND ASSURANCES

THIS CERTIFICATION AND ASSURANCES is made this ___ day of June, 2025, by the City of New Haven, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut, with a chief executive office located at 165 Church Street, New Haven, Connecticut 06510 (the "City"), for the benefit of the Housing Authority of the City of New Haven, a public body corporate and politic organized and existing pursuant to Chapter 128 of the Connecticut General Statutes, with a chief executive office located at 360 Orange Street, New Haven, Connecticut 06511 ("HANH"), The Glendower Group, Inc., a Connecticut non-stock corporation and instrumentality of HANH with a chief executive office located at 360 Orange Street, New Haven, Connecticut 06511 ("Glendower" and, with HANH, the "CN Grantee"), and the U.S. Department of Housing and Urban Development ("HUD").

RECITALS:

WHEREAS, pursuant to the terms and conditions of that certain FY 2023 Choice Neighborhoods Planning Grant Agreement by and among HUD and the CN Grantee dated December 15, 2023, (the "CN Agreement"), HUD made a Choice Neighborhood Planning grant in the amount of \$500,000.00 (the "Grant") to the CN Grantee for the creation of a Transformation Plan (as such term is defined in the CN Agreement) in connection with the redevelopment of the real property identified as the Robert T. Wolfe Apartments, Union Square Neighborhood Project (the "Project"); and

WHEREAS, the CN Agreement provided CN Grantee with the right to request up to \$150,000.00 of the Grant for Early Action Activity (as such term is defined in the CN Agreement), all in connection with the creation of the Transformation Plan as required by the CN Agreement; and

WHEREAS, pursuant to the terms and conditions of that certain Pass Through Agreement by and between CN Grantee and the City, the City has agreed to undertake and perform the Early Action Activities, and CN Grantee has agreed to pass through to the City the funds from the Grant allocated for the performance of such activities; and

WHEREAS, it is a condition of the grant that the City execute and deliver this Certification and Assurances.

1. Certification and Assurance: The City hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time, including adding appropriate provisions to all contracts between the CN Grantee the City and any of the City's contractors or subcontractors:

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

- (2) Termination for cause and for convenience by the CN Grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (4) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
- (5) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- (6) Notice of awarding agency requirements and regulations pertaining to reporting.
- (7) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (8) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (9) Access by the CN Grantee, the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (10) Retention of all required records for three years after CN Grantee or the City make final payments and all other pending matters are closed.
- (11) Compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), the Clean Water Act (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).).
- (12) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), as amended.
- (13) Any applicable requirement listed in the applicable Choice Neighborhoods Grant Agreement.

The information contained in this certification is true and accurate, to the best of my knowledge.

THE CITY OF NEW HAVEN By: _____ Justin Elicker Mayor	Name and Contract Number N/A
	Date: _____

WARNING: Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat. 967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.

EXHIBIT F

HUD General Conditions for Non Construction Form 5370-C

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor/seller or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

MEMORANDUM

To: Board of Commissioners

Date: June 17, 2025

From: Shenae Draughn, President

RE: Resolution Authorizing the Approval of MTW Annual Plan for FY 2026

ACTION: Recommend that the Board of Commissioners adopt Resolution #06-45/25-R

TIMING: Immediately

DISCUSSION: In 2001, the Elm City Communities/Housing Authority of the City of New Haven (ECC/HANH) was awarded Moving to Work (MTW) status as part of the federal MTW Demonstration Program.

During ECC/HANH's MTW term, in lieu of the standard PHA Annual Plan and Five-Year Plan documents, ECC/HANH is required to develop and submit to HUD, MTW annual plans and reports that articulate ECC/HANH's key policies, objectives, strategies, impact and outcomes for administration of its federal housing programs to most effectively address local needs, in accordance with the terms of ECC/HANH's MTW Agreement.

The MTW Plan includes the following types of initiatives:

- Initiatives that are proposed for the upcoming fiscal year;
- Initiatives that have been approved by HUD in previous years and are still being implemented;
- Initiatives requiring funding flexibility only that have been approved by HUD in previous years and are still being implemented;
- Initiatives that are Not Yet Implemented;
- Activities that are on Hold;
- Activities that are Closed Out; and
- Planned Application of MTW Funds.

Section II (C) of the Authority's Moving to Work Agreement (the "Agreement") requires that ECC/HANH hold at least one public hearing per Annual MTW Plan submission and make the Annual MTW Plan available for public comment for at least thirty (30) days. ECC/HANH agrees to take into account public comments on the program design, including comments from current tenants/participants to the extent such comments are provided.

The thirty (30) day comment period began on Monday, April 7, 2025, and copies of the Moving to Work (MTW) FY2026 Plan were made available on the agency website, Instagram and Facebook pages.

A public hearing was held on Thursday, April 24, 2025, at 3:00 pm via Ring Central.

No public comments were received.

ECC/HANH requests Board approval for the MTW Annual Plan for Fiscal Year 2026. We request the Board's authorization for submission to the U.S. Department of Housing and Urban Development (HUD) the MTW Annual Plan for FY2026 and all related or required certifications and HUD forms, of which the attached document is a part, as well as all necessary documentation and submissions of the Plan.

The Annual MTW Plan is due not later than seventy-five (75) days prior to the start of the Agency's fiscal year, unless otherwise approved by HUD.

FISCAL IMPACT:

None

SOURCE OF FUNDS:

MTW Funds

STAFF:

Evelise Ribeiro, Director of Compliance and Moving to Work Initiatives

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven

Resolution #06-45/25-R

Resolution Authorizing the Approval of MTW Annual Plan for FY 2026

WHEREAS, in 2001, the Elm City Communities/Housing Authority of the City of New Haven (ECC/HANH) was awarded Moving to Work (MTW) status as part of the federal MTW Demonstration Program; and

WHEREAS, in lieu of the standard PHA Annual Plan and Five-Year Plan documents, ECC/HANH is required to develop and submit to HUD, MTW annual plans and reports that articulate ECC/HANH's key policies, objectives, strategies, impact and outcomes for administration of its federal housing programs, in accordance with the terms of ECC/HANH's MTW Agreement; and

WHEREAS, Section II (C) of the Authority's Moving to Work Agreement (the "Agreement") requires that ECC/HANH hold at least one public hearing per Annual MTW submission; and make the Annual MTW Plan available for public comment for at least thirty (30) days; and

WHEREAS, the MTW Annual Plan for FY2026 was made available for public review and comment from April 7, 2025 to Tuesday May 6, 2025; and

WHEREAS, a public hearing was held on Thursday, April 24, 2025, and no comments were received.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS hereby approves and authorizes the submission to the U.S. Department of Housing and Urban Development (HUD) the Moving to Work Annual Plan for FY2026 and to make each, any or all of the following certifications and agreements with HUD in connection with the submission of the Plan and implementation thereof:

1. ECC/HANH published a notice that a hearing would be held, that the MTW FY2026 Plan and all information relevant to the public hearing was available for public inspection for at least 30 days, that there were no less than 15 days between the public hearing and the approval of the Plan by the Board of Commissioners, and that ECC/HANH conducted a public hearing on April 24, 2025 to discuss the Plan and invited public comment; and
2. ECC/HANH certifies that the Board of Commissioners has reviewed and approved the budget for the Capital Fund Program grants contained in the Capital Fund Program Annual Statement/Performance and Evaluation Report, form HUD-50075.1; and
3. ECC/HANH will carry out the MTW Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990; and
4. The MTW FY2026 Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which ECC/HANH is located; and
5. ECC/HANH contains a certification by the appropriate State or local officials that the MTW FY2026 Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for ECC/HANH's jurisdiction and

a description of the manner in which the MTW Plan is consistent with the applicable Consolidated Plan; and

6. ECC/HANH will affirmatively further fair housing by examining its programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require ECC/HANH's involvement and maintain records reflecting these analyses and actions; and

7. ECC/HANH will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975; and

8. ECC/HANH will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped; and

9. ECC/HANH will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation 2 at 24 CFR Part 135; and

10. ECC/HANH will comply with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F; and

11. ECC/HANH will comply with requirements with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24; and

12. ECC/HANH will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable; and

13. ECC/HANH will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a); and

14. ECC/HANH will provide HUD or the responsible entity any documentation needed to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58. Regardless of who acts as the responsible entity, ECC/HANH will maintain documentation that verifies compliance with environmental requirements pursuant to 24 Part 58 and 24 CFR Part 50 and will make this documentation available to HUD upon its request; and

15. With respect to public housing ECC/HANH will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act; and

16. ECC/HANH will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements; and

17. ECC/HANH will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35; and

18. ECC/HANH will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments); and

19. ECC/HANH will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the Moving to Work Agreement and Statement of Authorizations and included in its Plan; and

20. All attachments to the MTW Plan have been and will continue to be available at all times and all locations that the Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of ECC/HANH and at all other times and locations identified by ECC/HANH in its Plan and will continue to be made available at least at the primary business office of ECC/HANH; and

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present on June 17, 2025.

Shenae Draughn
President/Secretary

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

LINK TO MTW REPORT:

[..\Back up\FY2026 MTW Plan - Commissioner Copy 061125.pdf](#)

MTW Plan FY2026 Executive Summary

In 2001, the Elm City Communities/Housing Authority of the City of New Haven (ECC/HANH) was awarded Moving to Work (MTW) status as part of the federal MTW Demonstration Program. Established by Congress established in 1996, the MTW Demonstration Program was a pilot project that provides greater flexibility for ECC to design and test innovative local approaches for housing assistance programs that accomplish 3 primary goals:

On March 10, 2024, the MTW Agreement was extended for an additional 10 years to 2038.

SHORT AND LONG TERM GOALS

Ø Deliver Cost Effective Solutions

- *Improve customer service*
- *Maximize revenues*
- *Energy efficiency and Green technology*
- *Effective use of technology to streamline procedures and processes*

Ø Expand Housing Choice

- *Complete the redevelopment/modernization and repositioning of LIPH and other ECC-owned portfolio*
- *Increase housing options by acquiring and developing new properties within and outside of New Haven*
- *Increase family options through investment in existing housing stock in New Haven*
- *Improve family access to housing choice through enhanced mobility options, streamlined processes and effective support to decrease lease up time and increase access to housing of choice*

Ø Help Families Reach Self Sufficiency

- *Ensure equitable service delivery and equitable outcomes for families*
- *Impactful service delivery to prepare youth for success*
- *Assist residents who are elderly and/or living with disabilities to sustain housing independence*
- *Transition work-able adults to economic self-sufficiency*
- *Robust evaluation of program outcomes*

In FY2026 ECC/HANH plans to continue the following initiatives.

HCV Initiatives

- Ø **1.4 and 1.10 - Defining Income Eligibility for the Project Based Voucher Programs** – This activity is designed to achieve an income mix at redeveloped properties and support the redevelopment of units and preservation of units.
- Ø **1.6 and 1.28 – Mobility Services**
(Previously Deconcentration of Poverty (Promote Expanded Housing Opportunities for HCV and PBV Program) and Initiative 1.28 - Increase Lease Up Success Rate for HCV Families – ECC/HANH combined the initiatives for Deconcentration and Increasing Lease Up Success rates. Both initiatives offer mobility counseling services and participant and landlord incentives to assist participants in leasing up a unit of choice. The incentives include security deposit, application fee and utility deposit assistance for participants and an incentive fee for the landlord based on the bedroom size.

- Ø **1.7 – TBV for Supportive Housing** - Designated use of housing choice voucher resources for the purpose of ending homelessness. ECC/HANH works in conjunction with City and Regional entities, Continuum of Care, shelters, transitional and permanent housing providers to prioritize and identify chronically homeless, homeless families and other homeless populations.
- Ø **1.9 - Increase the Allowed Percentage of PBV Units from 75 percent to 100 percent** - ECC/HANH will limit the amount of project based units in non-mixed finance projects to no more than 50 percent of the units in the project; provided, however, that the agency may project base up to 75 percent of the units in such project if the project will provide replacement units for public housing units lost as a result of demolition or disposition, if the project is undertaken in an area where significant investments are being made, if the project will help to reduce de-concentration of very low income families, or if the project is located in areas that provide increased access to transportation or employment opportunities.
- Ø **Initiative 1.11 – Increase the percentage of Housing Choice Voucher (NON-RAD) budget authority for the Agency that is permitted to project-base from 20% up to 25%** - will allow for the continued redevelopment efforts of the underperforming developments as well as increase housing choices for our residents. It allows ECC/HANH to use its vouchers to pool monies together in order to leverage funds for redevelopment efforts. ECC/HANH's current percentage of non-RAD project-based vouchers is 12%.
- Ø **1.21 – Expanded Jurisdiction** – Giving ECC/HANH the opportunity to develop housing outside of New Haven in “high opportunity” areas for better educational outcomes, employment access, etc. The first property is Parkside Village in Branford. A 40-unit development.
- Ø **1.22 – Non-traditional Housing Time Limited Support for Families Transitioning from Homelessness** – A 10-year pilot program for non-traditional housing for families transitioning from homelessness at CCA. Housing will be provided for the 24-36 transition period. CCA is providing supportive services. All 18 units have been leased and ECC/HANH is working closely with CAA in monitoring the program.
- Ø **3.1 - Rent Simplification** – Continuation of bi/triennial recertifications minimum rent, hardship and flat rent requirements etc.
 - *Multi-year recertification cycles.*
 - *Simplified Rent Tiers that incorporate deductions.*
 - *Exceptional expense tiers.*
 - *Minimum Rent of \$50*
 - *Payment Standard*
- Ø **3.5 – HCV Rent Simplification** – HQS and Rent Increases on a Bi/Triennial schedule to coincide with the recertifications
 - Part 1. HQS Inspections on Biennial/Triennial Schedule**
HQS Unit inspections are on a schedule consistent with recertifications and are conducted bi/triennially.
 - Part 2. Self-Certification for Fails Not Related to Health/Safety**

A self-certification process will be used for inspection follow-up related to HQS inspection fails linked to items that are not health and safety related for annual (biennial and triennial) HQS inspections.

Part 3. Landlord Rent Increases on Biennial/Triennial Schedule

Landlord rent increases will only be processed at the time the family is recertified. These recertifications take place biennially for work-able families and triennially for elderly/disabled families.

Payment Standard Significant Change MTW FY25 Amendment #2 (3.1 Rent Simplification):

ECC/HANH will allow annual rental increase by processing an interim and applying the current payment standards when processing interims for elderly/disabled households and any household that requests and receives a rent increase.

LIPH Initiatives

- Ø **1.25F – Vacancy Reduction** -Continued funding flexibility to turn over vacant LIPH units.
- Ø **3.1 - Rent Simplification** – Continuation of Bi/triennial recertifications minimum rent, hardship and flat rent requirements
- Ø **2.8F Prison Community Re-Entry** - ECC/HANH serves individuals who have reentered society after completing a prison sentence. ECC/HANH offers mentoring, training, and housing for individuals that qualify for this program.

Glendower/Development Initiatives

- Ø **1.2 Local Total Development Cost (TDC) Limits** - This activity establishes TDC and HCC limits for ECC/HANH separate from HUD's standard limits to better reflect local market conditions for development and redevelopment activities. The TDC and HCC schedule reflects construction, and development costs in New Haven.

Properties recently converted:

- Valley Townhomes
- McConaughy Terrace

ECC/HANH has the following developments in its pipeline:

- Crawford Manor
- 34 Level Street
- Westville Manor Phase I
- Westville Manor Phase II
- Scattered Site Multifamily
- St. Luke's
- Newhallville
- Scattered Site Multifamily

- Ø 1.18 – ECC/HANH Transformation/Development - ECC/HANH's MTW flexibility has facilitated developments in many communities and continues to transform neighborhoods. ECC/HANH proposes one initiative to include all of its development activities.

The developments include:

- ✓ **West Rock Transformation**
 - § *Brookside Phase I and II, Homeownership*
 - § *Rockview Phase I and Rockview Phase II*
 - § *Wilmot Crossing at 122 Wilmot Road*
 - § *Commercial development at Wilmot Road.*
 - § *Ribicoff Cottages – Twin Brooks I and II*
- ✓ **McConaughy Terrace**
- ✓ **Valley Street Townhomes**
- ✓ **Westville Manor**
- ✓ **34 Level Street**
- ✓ **Crawford Manor Transformation Plan**
- ✓ **St Luke's Whalley Avenue Development**
- ✓ **Union Square Transformation (Church Street South/Union Square and Robert T. Wolfe) (Previously Initiative 1.24 Robert T Wolfe Transformation)**
- ✓ **Hazel Street**
- ✓ **East Grand Ave**
- ✓ **State and George**
- ✓ **Clock Factory**

iii. Planned Non-Significant Changes

ECC/HANH proposes the following changes

- ✓ **295 Wilmot Road**

ECC has completed a total redevelopment of the neighborhood surrounding 295 Wilmot Road in the West Rock community of New Haven, CT. The next phase will include 295 Wilmot, the community center located near Rockview Terrace, that serves the hundreds of families within the area and is a crucial element of access to self-sufficiency activities for adults and youth.
- ✓ **West Ridge/Queach – 62 units (36 units Project Based Vouchers units)**

Developed by the Queach Corporation, West Ridge Apartments will provide apartments for elderly and/or young disabled (18 years and older) households. The mixed-use aspect of the building is envisioned to include a commercial gallery/studio space. Fourteen (14) of the sixty-five (65) units will be supportive housing for intellectually disabled clients of the CT Department of Developmental Services and 36 units will receive project-based Section 8 rental subsidies provided by ECC/HANH.
- ✓ **Griswold**

ECC/HANH and its instrumentality, The Glendower Group, initially identified working with the Town of Griswold as its second project with the intent to create a multi-phased mixed-income, mixed-use redevelopment in partnership with the YMCA. That project will not be moving forward.

- Ø **1.30F – Real Estate Acquisition Development** - This initiative will be expanded to include the purchase of vacant properties or non-housing structures that can be converted to affordable housing. This will complement the expansion of affordable housing and create a multi-pronged approach to expanding affordable housing opportunities.

Properties acquired include:

- 16 East Grand Ave.
- Union Square Transformation (Church Street South/Union Square and Robert T. Wolfe)

Properties in the pipeline.

- Hazel Street
- New Haven Clock Factory
- State and George Street

iii. **Planned Non-Significant Changes**

- ✓ Griswold - ECC/HANH and its instrumentality, The Glendower Group, partnered with Heritage River Village Development, LLC ("HRVD") to develop a mixed-income mixed-use market and affordable housing development. The redevelopment will be multi-phased that will yield approximately 276 mixed-income rental units, a YMCA and commercial space. Phase I will produce commercial space and approximately 56 rental units, with 45 being Faircloth and/or PBV. **This project will not be moving forward and will be removed.**

FSS/CED

- Ø **2.1 – Family Self-Sufficiency (FSS) Program** – Continuation of our FSS Programs to include remedial education, literacy classes, job skills and financial literacy.
- Ø **2.3 – CARES (Caring About Resident Economic Self Sufficiency)** - A pilot program at Rockview and Brookside which established term limits (72 months) to the amount of time a family can reside on the property and receive subsidy on the road to self-sufficiency.
- Ø **2.4 – Teacher In Residence** - ECC/HANH offers housing to teachers in exchange for the delivery of homework help and tutorial services for our youth. ECC/HANH propose an update to include recruitment for certified teacher in the State of CT currently teaching in the New Haven public schools or surrounding towns. This includes an Early Childhood Educator, Alternative Teacher, Magnet School Teacher, Retired Teacher or College Student seeking College secondary education.
- Ø **2.5 REACH Grant** - the REACH Grant will provide cash assistance to residents seeking to achieve defined self-sufficiency goals. Families will be able to apply for and receive up to \$500 per year for up to 5-years to support their achievement of goals that they have established for themselves as part of the Individuals Self Sufficiency Plan.
- Ø **2.6F – Resident Owned Business** – Assist residents in starting their own business. In FY23, contracted with a consultant who specializes in motivational support for entrepreneurs. The contractor will work with residents to cultivate, support, and provide entrepreneurial

education, administrative and technical assistance that will result in access to economic independence.

- Ø **2.7F – SEHOP (Section 8 Homeownership Program) Capital Improvement** - This program supports new homeowners with necessary capital improvements costing \$500.00 or more that may arise after being in the home for a minimum of three years.
- Ø **2.9F –Resident Services or the Elderly** - ECC/HANH serves individuals who are elderly and/or disabled with supportive services.
- Ø **2.10F – Jumpstart** - This initiative has been created to assist higher income residents and participants exit subsidized programs in advance of required program termination due to over-income status.
- Ø **2.12F – ECC Believes!** - a youth initiative that leverages smart housing policy and programs in order to advance academic outcomes for student residents so that we may see success among New Haven’s young people through increased high-school graduation, postsecondary completion, and employment.
- Ø **2.13F (previously 4.11F) – Sponsored Based Housing** - This is a local non-traditional use of HCV funds. ECC/HANH will partner with a Social Service Agency that will provide supportive services to individuals. Funding only will be issued to the Social Service Agency by ECC/HANH to support the housing operating needs. ECC/HANH is currently working with Youth Continuum to provide transitional housing and support for up to 12 individuals.

360 Management

- Ø **3.11F – Creation of New Instrumentality** – The creation of 360 Mgt that includes the management of the units converted to the RAD/PBV platform. 360 Management is providing property management services to 1,407 units in 22 developments.

Planning and Development

- Ø **Crawford Manor** - ECC/HANH plans to address boiler issues, upgrade 5 more bathrooms, perform more exterior masonry-structural repairs as recommended in recent forensic report, and address parking lots and pavement needs. Planned Expenditure: \$550,000
- Ø **Robert T Wolfe** - ECC/HANH was awarded a Choice Neighborhoods Planning Grant in FY23. In this planning process, Wolfe redevelopment is being incorporated into the larger Union Square comprehensive redevelopment through ECC’s Glendower Group. MTW funds are allocated for building repairs that are needs prior to a RAD conversion. Planned Expenditure: \$50,000
- Ø **Essex Townhouses** - ECC/HANH plans to change site lighting pole heads to LED lighting, replace electric power masts and distribution panels, upgrade stoops and front doors, correct site drainage issues, address parking lots and pavement needs and upgrade boilers-heating system. Planned Expenditure: \$570,000

- Ø **Scattered Site West/East/Multifamily** – ECC/HANH will identify 2 units for full upgrade. In other units, there will be kitchen and bathroom upgrades as well as plumbing, mechanical, electrical, interior doors, walls, ceilings, floors, appliances; fences, sidewalks, stairs, parking lots, driveways, lighting, decks, Bilco doors, building envelope (roofs, gutters, siding, windows), misc. exterior repairs, code upgrades, site structure repairs and replacement related to life health and safety issues, etc. Planned Expenditure: \$645,000
- Ø **Scattered Sites East Interior/Building/Site Upgrades** - 40 of 52 units are being considered for RAD conversions. ECC/HANH will identify 5 units for full upgrades. In the other units there will be kitchen and bathroom upgrades as well as plumbing, mechanical, electrical, interior doors, walls, ceilings, floors, appliances, fences, sidewalks, stairs, parking lots, driveways, lighting, decks, Bilco doors, building envelope (roofs, gutters, siding, windows), misc. exterior repairs, code upgrades, site structure repairs and replacement related to life health and safety issues, etc. Planned Expenditure: \$1,070,000
- Ø **Scattered Sites Multifamily Interior/Building/Site Upgrades** – There will be kitchen and bathroom upgrades as well as plumbing, mechanical, electrical, interior doors, walls, ceilings, entry stairs, railings, patio doors, floors, fences, sidewalks, stairs, parking lots, driveways, lighting, decks, building envelope, misc. exterior repairs, code upgrades, etc. Planned Expenditure: \$325,000
- Ø **Housing- related Hazard Abatement** - ECC/HANH received a 2020 HUD Housing-Related Hazards grant award to address carbon monoxide, radon, mold and associated asbestos abatement, and pest infestation. ECC/HANH will complete the balance of the carbon monoxide-smoke detector installations in FY 26. Planned Expenditure: \$400,000

ACTIVITIES PLACED ON HOLD

- Ø **Initiative 1.12 – Development of Replacement Public Housing Units with MTW Block Grant Funds**
ECC/HANH has moved towards converting and repositioning LIPH units through a RAD mixed finance model and has not used this initiative since 2013. ECC/HANH's need to implement this initiative has been limited due to the RAD portfolio award.

CLOSED OUT ACTIVITIES

This section includes all approved activities that have been closed out, including activities that ECC/HANH does not plan to implement and obsolete activities.

- Ø *Initiative 1.1 – Development of Mixed-Use Development at 122 Wilmot Road*
- Ø *Initiative 1.3 – Fungibility*
- Ø *Initiative 1.5 – HCV Preference and Set-Aside for Victims of Foreclosures*
- Ø *Initiative 1.8F- Farnam Court Transformation Plan*
- Ø *Initiative 1.24F Fulton Park Modernization*
- Ø *Initiative 1.13 – Creation of a Commercial Business Venture at 122 Wilmot Road*
- Ø *Initiative 1.14 – Redevelopment of 99 Edgewood Avenue (Dwight Gardens)*
- Ø *Initiative 2.2 – Incremental Earned Income Exclusion*
- Ø *Initiative 2.11 Community Health Network of CT (CHNCT)*
- Ø *Initiative 3.2. UPCS Inspections*
- Ø *Initiative 3.3 – Revised HQS Inspection Protocol*
- Ø *Initiative 3.4. Mandatory Direct Deposit for Housing Choice Voucher Landlords*
- Ø *Initiative 4.9 LIPH Income Targeting: Marketing Initiatives for Higher Income Eligible Families*

MEMORANDUM

TO: Board of Commissioners

DATE: June 17, 2025

FROM: Shenae Draughn, President

RE: Resolution Authorizing the Memorandum of Agreement Between NEW HAVEN READS and Elm City Communities/Housing Authority of the City of New Haven for Provision of Services and Use of Community Room Space.

ACTION: Recommend that the Board of Commissioners adopt Resolution Number #06-46/25-R

TIMING: Immediately

DISCUSSION: ECC is the owner of community rooms throughout its portfolio of family developments including the community rooms located at 210 Valley Street and 410 Valley Street (the "Premises"). NEW HAVEN READS desires to use and occupy the community room to provide out of school program services for residents of ECC developments. The purpose of this resolution is to authorize a Memorandum of Agreement to establish the terms and conditions pursuant to which NEW HAVEN READS may use and occupy the Premises and shall provide the Services.

In connection with the provision of the Services, ECC has agreed to permit NEW HAVEN READS to use certain of ECC's community room space upon the terms and conditions, and to perform the tasks set forth in the Memorandum of Agreement attached hereto.

Generally, NEW HAVEN READS will provide on site programming for youth participating (school aged) in the Teacher In Residence program. The program will run Tuesday's and Thursday's, with 2-sessions lasting 1-hour each session.

NEW HAVEN READS will:

- Provide on-site program sessions centered around 4 program pillars: STREAM, Entrepreneurship, Outdoors and Life Skills
- Coordinate the development of outcome measures to share
- Support and guide sites with local volunteer recruitment under NHTI grant

FISCAL IMPACT: \$0

SOURCE OF FUNDS: N/A

STAFF: LaToya Mills
Director of Community, Economic & Development

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven

RESOLUTION #06-46/25-R

Resolution Authorizing the Memorandum of Agreement Between NEW HAVEN READS and Elm City Communities/Housing Authority of the City of New Haven for Provision of Services and Use of Community Room Space

WHEREAS, ECC is the owner of community rooms throughout its portfolio of family developments including the community rooms located at 210 Valley Street and 410 Valley Street (the "Premises"); and

WHEREAS, NEW HAVEN READS desires to use and occupy the community room to provide out of school program services for residents of ECC developments; and

WHEREAS, the purpose of this resolution is to authorize a Memorandum of Agreement to establish the terms and conditions pursuant to which NEW HAVEN READS may use and occupy the Premises and shall provide the Services; and

WHEREAS, in connection with the provision of the Services, ECC has agreed to permit NEW HAVEN READS to use certain of ECC's community room space upon the terms and conditions, and to perform the tasks set forth in the Memorandum of Agreement attached hereto; and

WHEREAS, generally, NEW HAVEN READS will provide on site programming for youth participating (school aged) in the Teacher In Residence program. The program will run Tuesday's and Thursday's, with 2-sessions lasting 1-hour each session.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN, THAT:

1. A Memorandum of Agreement Between NEW HAVEN READS and Elm City Communities/Housing Authority of the City of New Haven for Provision of Services and Use of Community Room Space in the form attached hereto as Exhibit A, be and hereby is authorized and directed; and
2. The President be and hereby is authorized, empowered and directed to execute and deliver such agreements, documents and instruments as necessary to fulfill the foregoing purposes, and to take any and all such action ancillary, related and or/necessary action to fulfill the foregoing purposes and the purposes of this Resolution; and
3. This Resolution shall take effect immediately.

[CERTIFICATION FOLLOWS]

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on June 17, 2025.

Shenae Draughn
Secretary/President

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

EXHIBIT A

MEMORANDUM OF AGREEMENT

**MEMORANDUM OF AGREEMENT FOR PROVISION OF SERVICES AND
USE OF COMMUNITY ROOM SPACE**

**THE HOUSING AUTHORITY OF CITY OF NEW HAVEN
d/b/a
ELM CITY COMMUNITIES
and
NEW HAVEN READS**

THIS MEMORANDUM OF AGREEMENT FOR PROVISION OF SERVICES AND USE OF COMMUNITY ROOM SPACE AT MCCONAUGHEY TERRANCE AND VALLEY TOWNHOUSES FAMILY DEVELOPMENT SITES (the "Agreement") is made and entered into this 1st day April, by and between **NEW HAVEN READS**, a statewide nonprofit organization dedicated to ending poverty in Connecticut with an office located at 20 Washington Avenue, North Haven, CT, and the **HOUSING AUTHORITY OF CITY OF NEW HAVEN, d/b/a ELM CITY COMMUNITIES**, a public body corporate and politic, organized and existing pursuant to Chapter 128 of the laws of the State of Connecticut with a chief administrative office located at 360 Orange Street, New Haven, Connecticut 06511 ("ECC").

ARTICLE 1. Purpose

NEW HAVEN READS agrees to provide, at no cost to ECC, the services set forth in Schedule A attached hereto and incorporated herein by this reference to provide on-site school year and summer reading support to school aged youth (the "Services").

ECC is the owner of community rooms throughout its portfolio of family developments including the community rooms located at 210 Valley Street and 410 Valley Street (the "Premises"). NEW HAVEN READS desires to use and occupy the community room to provide out of school program services for residents of ECC developments. The purpose of this Agreement is to establish the terms and conditions pursuant to which NEW HAVEN READS may use and occupy the Premises and shall provide the Services.

In connection with the provision of the Services, ECC has agreed to permit NEW HAVEN READS to use certain of ECC's community room space upon the terms and conditions set forth hereinbelow, and to perform the tasks more specifically set forth in ECC attached hereto and incorporated herein by this reference.

ARTICLE 2. Agreement to Provide the Services and Perform the Tasks; Grant of Right to Use and Occupy

NEW HAVEN READS hereby agrees to provide the Services, at no cost to ECC, and as set forth herein. The parties shall mutually agree whether the Services will be provided during the school year or during summer sessions, or both. ECC agrees to perform the tasks set forth in Schedule B and as set forth herein.

ECC hereby grants NEW HAVEN READS the right to use and occupy the Premises for the purpose of providing the Services for ECC residents. The right to use and occupy the Premises is granted to NEW HAVEN READS "as is", and "with all defects" and ECC makes no representations or warranties as to the condition or habitability of the Premises or the suitability of the Premises for NEW HAVEN READS's intended purposes or for any other purposes. NEW HAVEN READS may use and occupy the Premises solely for providing the Services during the agreed upon operating hours of as set forth in Exhibit A attached hereto. NEW HAVEN READS shall not use the Premises for any other purpose(s) without the prior written consent of ECC, in ECC's sole and absolute discretion.

ARTICLE 3. Agreement Term

The term of this Agreement shall commence on the date of full execution of this Agreement and terminate one (1) year thereafter, unless sooner terminated in accordance with the provisions contained herein (the "Term").

ARTICLE 4. Costs

NEW HAVEN READS shall be responsible for any and all costs incurred in the provision of the Service in the community room, including costs incurred to comply with all applicable local, state and federal laws, rules and regulation.

ARTICLE 5. Subordination, Non-Disturbance and Attornment

This Agreement shall be subject and subordinate to any and all mortgages which may now or after be placed on the Premises. NEW HAVEN READS shall promptly execute such documents as may reasonably be requested by ECC or ECC 's mortgagee in confirmation of such subordination,

ARTICLE 6. Assignment and Subletting

NEW HAVEN READS shall have no right to assign this Agreement or sublet the Premises without ECC's prior written consent, which approval shall be in ECC's sole and absolute discretion. Any request for ECC 's approval shall be in writing, mailed to ECC at its address and in the same manner specified for notices to ECC, and shall state the name and address of the proposed assignee or subtenant, its proposed use of the Premises, and evidence of its financial responsibility of the proposed assignee, and shall contain a copy of the proposed agreement of assignment.

ARTICLE 7. Liens

NEW HAVEN READS shall not incur any costs for labor and materials in connection with the Premises without the prior written consent of ECC and shall keep the Premises at all times free and clear of all mechanic's liens for labor or materials furnished in connection therewith. Any mechanic's lien filed as a result of any labor or materials ordered or purchased by NEW HAVEN READS shall be released by NEW HAVEN READS by bond or otherwise within forty-five (45) days of filing.

ARTICLE 8. Compliance with Laws

During the Term of this Agreement, NEW HAVEN READS shall at its sole cost and expense, comply with all applicable local, state, and federal governmental laws, ordinances, by-laws, rules, regulations, orders, executive orders, guidelines and decrees, including, but not limited to those issued with respect to covid-19 and any other public health threat (collectively, "Laws") affecting its use and/or occupancy of the Premises, and procure all licenses, permits and approvals and take all such other actions as are necessary in order to comply with all such Laws. NEW HAVEN READS shall provide ECC with copies of (i) all licenses, permits, approvals or other evidence of NEW HAVEN READS 's compliance with Laws relating to NEW HAVEN READS 's use and occupancy of the Premises.

ARTICLE 9. Compliance with Rules and Regulations

During the Term of this Agreement, NEW HAVEN READS shall comply with all rules and regulations relating to the use of the Premises as set forth in Exhibit B attached hereto, which may be amended from time to time by ECC and provided to NEW HAVEN READS in writing.

ARTICLE 10. Insurance

During the Term of this Agreement, NEW HAVEN READS shall, at its sole cost and expense, obtain and maintain: (a) commercial general liability insurance with a limit of not less than Three Million Dollars (\$3,000,000.00) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, (b) worker's compensation insurance covering its employees as required by law, and (c) motor vehicle insurance covering owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000.00). All insurance required in the Agreement and all renewals of the same shall be issued by companies authorized to transact business in the State of Connecticut and (i) shall name ECC, as additional named insured, (ii) shall expressly provide that the insurance policy(ies) may not be canceled or altered without thirty (30) days prior written notice to ECC, and (iii) shall contain a waiver by the insurer of its rights of subrogation against ECC. All policies shall be written as primary policies, not contributing with and not in excess of any coverage that ECC may carry. Upon issuance, a certificate of all policies shall be delivered to ECC.

ARTICLE 11. Utilities

ARTICLE 12. Alterations

NEW HAVEN READS shall not make any alterations, additions, improvements or modifications to the Premises or erect any sign or marking on the exterior of the Premises, (other than interior decorations) without the prior written consent of ECC, which consent may be withheld in ECC's sole and absolute discretion.

ARTICLE 13. Prohibited NEW HAVEN READS Activities

During the Term, NEW HAVEN READS shall use reasonable efforts not to knowingly (a) commit or permit any waste, overloading, damage, private or public nuisance or unlawful or

noxious NEW HAVEN READS activity to be conducted upon the Premises (b) permit the attachment of any lien on the Premises, (c) engage in or permit any illegal NEW HAVEN READS activities at the Premises, (d) store, use, handle, or dispose of hazardous materials (as such materials may be defined from time to time under Connecticut and/or federal law), (e) use or allow the use or presence of alcohol or any controlled substance at the Premises, or (f) use the Premises in a manner which violates any of the provisions of this Agreement.

ARTICLE 14. Entry and Inspection

ECC and its representatives and agents shall be permitted to enter the Premises (i) in the event of an emergency and (ii) for the purposes of maintaining, repairing, improving, or inspecting the Premises and ascertaining NEW HAVEN READS 's compliance with the provisions of this Agreement. Except in the event of an emergency, ECC agrees that it will use reasonable efforts to provide NEW HAVEN READS with at least forty-eight (48) hours' notice prior to entering the Premises.

ARTICLE 15. Personal Property

NEW HAVEN READS acknowledges and agrees that its use of the Premises and its placement or use of its personal property on the Premises shall be at NEW HAVEN READS 's sole risk and expense. NEW HAVEN READS shall be permitted to secure the Premises by means of locks or other security devices provided by ECC. NEW HAVEN READS shall not be permitted either to (i) install any other locks or other security devices not provided by ECC or (ii) change the locks or other security devices on its Premises without the prior written consent of ECC. ECC shall provide NEW HAVEN READS with (i) keys to office space (the "Keys") and/or (ii) means of access ("Access Devices") to any other security devices securing the Premises. NEW HAVEN READS shall not be permitted to and shall not make copies of the Keys or Access Devices or to provide the Keys or Access Devices to any third parties without the prior written consent of ECC. NEW HAVEN READS acknowledges that ECC shall keep copies of the Keys and Access Devices, which may be used by ECC in the exercise of its rights hereunder.

NEW HAVEN READS shall, upon the expiration of this Agreement, remove its effects and peacefully yield up the Premises in the same condition as at commencement, reasonable wear and tear excepted. Prior to the expiration of this Agreement, NEW HAVEN READS may, and upon the direction of the ECC shall, remove any personal property, trade fixtures or appliances installed by NEW HAVEN READS; provided any damage to the Premises from such removal shall be repaired by NEW HAVEN READS at NEW HAVEN READS's sole cost and expense. Any personal property, trade fixture or appliance not removed prior to the expiration of this Agreement shall be deemed abandoned and ECC may dispose of it as it deems fit.

ARTICLE 16. Indemnification

NEW HAVEN READS shall indemnify and hold (i) ECC and its officers, directors, employees, agents, contractors, attorneys and affiliates and (ii) any holders of mortgages on the Property harmless for, from and against any damage, claim, loss, liability, cost or expense (including reasonable attorney's fees and expenses) incurred on account of any breach by NEW HAVEN READS of any of its obligations hereunder, any negligence caused by any act or omission by

NEW HAVEN READS or any of its officers, employees, agents, contractors or guests. The provisions of this Section 16 shall survive the termination of this Agreement. The indemnification provided hereunder shall terminate and expire on the date that the statute of limitations has expired on any claim that is brought, or may be brought, by a third party claimant against ECC for the claims defined hereinabove.

ARTICLE 17. Surrender of Premises

At the expiration of the Term, NEW HAVEN READS shall vacate the Premises, surrender all keys to the Premises, remove all of its goods and effects, and yield up the Premises in broom-clean condition, subject to ECC's obligations to maintain the Premises as described herein. In the event NEW HAVEN READS shall fail to so vacate the Premises or any portion thereof, ECC shall have to right to pursue any and all available legal remedies with respect to its rights hereunder.

ARTICLE 18. Default

If either NEW HAVEN READS or ECC fails to observe or perform any of the covenants, conditions or provisions of this Agreement where such failure shall continue for a period of thirty (30) days after notice thereof, the same shall constitute an event of default ("Event of Default") hereunder.

ARTICLE 19. Remedies in Event of Default

In the Event of Default, then ECC may, at any time thereafter, by giving 30-day written notice terminate this Agreement, which termination shall not release NEW HAVEN READS from liability for its failure to perform any of the duties or obligations set forth in this Agreement and which were required to be performed prior to termination, and ECC shall have the right to pursue all legal remedies available, whether at law or in equity, including without limitation, the right to reenter and take possessions of the Premises. Upon such default by NEW HAVEN READS, NEW HAVEN READS 's rights to use and occupy the Premises shall terminate and NEW HAVEN READS shall immediately quit and surrender the Premises as provided for in this Agreement.

ARTICLE 20. No Assignment or Other Transfer

NEW HAVEN READS shall not assign this Agreement, in whole or in part, without the prior written consent of ECC.

ARTICLE 21. No Personal Liability of ECC

Notwithstanding anything to the contrary contained herein, there shall be no personal liability on the part of the commissioners, officers, directors, partners, agents, employees or affiliates of ECC with respect to any of the terms, covenants, conditions and provisions of this Agreement, and NEW HAVEN READS shall look solely to the interest of ECC, and its successor and assigns, in the Property, for the satisfaction of each and every remedy of NEW HAVEN READS, such exculpation of personal liability is absolute and without any exception whatsoever.

ARTICLE 22. General Provisions

A. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed duly served if and when delivered in person or when received if delivered if mailed by registered or certified mail postage prepaid addressed or by recognized overnight courier service to the other parties at the addresses listed below, or such other addresses as may be designated by written notice delivered in accordance with this Section 22:

If to NEW HAVEN READS:

45 Bristol Street
North Haven, CT
Attention: **Kristen Levinsohn, Executive Director**

If to ECC:

Housing Authority of City of New Haven
360 Orange Street
New Haven, Connecticut 06511
Attention: **Shenae Draughn, President**

B. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.

C. Modifications

This Agreement supersedes any prior oral or written agreement or understanding between the parties as to the matters set forth herein, and may not be amended except in writing executed by each of the parties hereto.

D. Successors and Assigns

This Agreement shall be binding upon, and shall inure to the benefit of, as the case may be, the parties hereto and their permitted successors and assigns.

E. Governing Law

This Agreement shall be governed by the laws of the State of Connecticut and the United States.

F. Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and

provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

IN WITNESS, WHEREOF, the parties have caused this instrument to be executed as of the day and year first written above.

HOUSING AUTHORITY OF THE CITY OF NEW HAVEN

By: _____
Shenae Draughn
President

Date: _____

NEW HAVEN READS

By: _____
Kristen Levinsohn
Executive Director

Date: _____

SCHEDULE A

NEW HAVEN READS TASKS

This program will run Tuesday's and Thursday's, with 2-sessions daily lasting 1-hour each session.

NEW HAVEN READS will:

- Provide on-site reading support with the Teacher in Residence
- Coordinate the development of outcome measures to share
- Support and guide sites with local volunteer recruitment under NHTI grant
- Serve youth enrolled in the Teacher in Residence program

SCHEDULE B

ECC TASKS

ECC will:

- Utilize Teacher in Residence to facilitate New Haven Reads/NHTI grant requirements
- Assist to recruit participants to utilize participate in programming at each development
- Communicate frequently and collaborate with partner
- Provide data to support program attendance and outcomes

EXHIBIT B

Rules and Regulations

MEMORANDUM

TO: Board of Commissioners

DATE: June 17, 2025

FROM: Shenae Draughn, President

RE: Resolution Authorizing Change Order Number Two (2) To the Contract with Home Services & More, LLC For Plumbing Services at McConaughy Terrace, Valley Townhouses, Scattered Site Properties, 295 Wilmot Road, 90 Park Street, 49 Union Ave and Westville Manor for additional amount of \$50,000.00 bringing the Total Not to Exceed Contract Amount from \$444,941.50 To \$494,941.50

ACTION: Recommend that the Board of Commissioners adopt Resolution # **06-47/25-R**

TIMING: Immediately

DISCUSSION: The Housing Authority of the City of New Haven (HANH) has identified a need for a Plumbing Contract for plumbing services, repair, and or replacement, preventive maintenance and or emergency service at McConaughy Terrace, Valley Townhouses, 90 Park Street, 49 Union Ave, Scattered Site Properties, 295 Wilmot Road and Westville Manor.

On August 23, 2023, the Board adopted Resolution Number # 01-05/23-S authorizing contract award to Home Services & More, LLC for plumbing services at McConaughy Terrace, Valley Townhouses, Scattered Site Properties, 295 Wilmot Road, 90 Park Street, 49 Union Ave and Westville Manor for a total contract not to exceed amount of \$344,941.50 for a period of three (3) years beginning February 1, 2023, and ending January 31, 2026, with an option to renew for two (2) additional years.

On October 15, 2025, the Board adopted Resolution Number # 10-73/24-R Change Order Number One (1) to the contract with Home Services & More, LLC for plumbing services at McConaughy Terrace, Valley Townhouses, Scattered Site Properties, 295 Wilmot Road, 90 Park Street, 49 Union Ave and Westville Manor increasing the contract amount by \$100,000.00 bringing the total not to exceed contract amount from \$344,941.50 to \$444,941.50.

ECC/HANH now seeks authorization of Change Order Number Two (2) to the Contract with Home Services & More, LLC for plumbing services at McConaughy Terrace, Valley Townhouses, Scattered Site Properties, 295 Wilmot Road, 90 Park Street, 49 Union Ave and Westville Manor for additional amount of \$50,000.00

bringing the total bringing the total not to exceed contract amount from \$444,941.50 to \$494,941.50.

In accordance with resolution 10-129/18-R for the Revised Procurement Policy, adopted by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which results in a total contract greater than \$150,000.00 must be authorized by the Board of Commissioners prior to execution.

FISCAL IMPACT: \$50,000.00 Operating Fund Budgeted FY 2025-2026

STAFF: Lee Purvis, Central Operations Manager

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven

Resolution # 06-47/25-R

RESOLUTION AUTHORIZING CHANGE ORDER NUMBER TWO (2) TO THE CONTRACT WITH HOME SERVICES & MORE, LLC FOR PLUMBING SERVICES AT MCCONAUGHY TERRACE, VALLEY TOWNHOUSES, SCATTERED SITE PROPERTIES, 295 WILMOT ROAD, 90 PARK STREET, 49 UNION AVE AND WESTVILLE MANOR INCREASING THE CONTRACT AMOUNT BY \$50,000.00 BRINGING THE TOTAL NOT TO EXCEED CONTRACT AMOUNT FROM \$444,941.50 TO \$494,941.50.

WHEREAS, the Housing Authority of the City of New Haven (HANH) has identified a need for a Plumbing Contract for plumbing services, repair, and or replacement, preventive maintenance and or emergency service at McConaughy Terrace, Valley Townhouses, 90 Park Street, 49 Union Ave, Scattered Site Properties, 295 Wilmot Road and Westville Manor; and

WHEREAS, on August 23, 2023, the Board adopted Resolution Number # 01-05/23-S authorizing contract award to Home Services & More, LLC for plumbing services at McConaughy Terrace, Valley Townhouses, Scattered Site Properties, 295 Wilmot Road, 90 Park Street, 49 Union Ave and Westville Manor for a total contract not to exceed amount of \$344,941.50 for a period of three (3) years beginning February 1, 2023, and ending January 31, 2026, with an option to renew for two (2) additional years; and

WHEREAS, on October 15, 2025, the Board adopted Resolution Number # 10-73/24-R Change Order Number One (1) to the contract with Home Services & More, LLC for plumbing services at McConaughy Terrace, Valley Townhouses, Scattered Site Properties, 295 Wilmot Road, 90 Park Street, 49 Union Ave and Westville Manor for additional amount of \$100,000.00 bringing the total not to exceed contract amount from \$344,941.50 to \$444,941.50; and

WHEREAS, ECC/HANH now seeks authorization of Change Order Number Two (2) to the Contract with Home Services & More, LLC for plumbing services at McConaughy Terrace, Valley Townhouses, Scattered Site Properties, 295 Wilmot Road, 90 Park Street, 49 Union Ave and Westville Manor increasing the total contract amount by \$50,000.00 bringing the total not to exceed contract amount from \$444,941.50 to \$494,941.50; and

WHEREAS, in accordance with resolution 10-129/18-R for the Revised Procurement Policy, adopted by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which results in a total contract greater than \$150,000.00 must be authorized by the Board of Commissioners prior to execution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

1. Change Order Number Two (2) to the Contract with Home Services & More, LLC for plumbing services at McConaughy Terrace, Valley Townhouses, Scattered Site Properties, 295 Wilmot Road, 90 Park Street, 49 Union Ave and Westville Manor increasing the contract amount by \$50,000.00 bringing the total not to exceed contract amount from \$444,941.50 to \$494,941.50 be and hereby is authorized and directed, including the expenditure of the foregoing amount; and
2. The Executive Director be and hereby is authorized, empowered, and directed to take any and all such action ancillary, related and or/necessary action to fulfill the foregoing purposes and the purposes of this Resolution; and
3. This Resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on June 17, 2025.

Shenae Draughn
Secretary/President

Date

REVIEWED:
McCarter & English, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

Home Services & More, LLC

Date: 06-02-25

Vendor: Home Services & More, LLC

Intital Contract Term: 02/1/23 to 01/31/26

Original Contract amount:		\$344,941.50
Change Order #1		\$100,000.00
Change Order #1		\$50,000.00
Total Contract Value:		494,941.50

MEMORANDUM

TO: Board of Commissioners

DATE: June 17, 2025

FROM: Shenae Draughn, President

RE: Resolution Authorizing Change Order Number Five (5) to the contract with Northeast Generator Company increasing the total not to exceed contract amount by \$49,000.00, and bringing the total not to exceed contract amount from \$194,973.00 to \$243,973.00, and extending the term of the agreement from July 31, 2025 to December 31, 2025

ACTION: Recommend that the Board of Commissioners adopt Resolution # **06-48/25-R**

TIMING: Immediately

DISCUSSION: Pursuant to an agreement between HANH and Northeast Generator Company, HANH retained Northeast Generator Company to provide rental of emergency back-up generator services.

On August 1, 2023 HANH authorized PO-22426-13820 Change Order Number One (1) for extension of time beginning August 20, 2023 to January 31, 2024.

On January 11, 2024 HANH authorized Change Order Number Two (2) to the contract with Northeast Generator Company for an additional amount of \$72,200.00 for the rental of emergency back-up generator services and extending the term of the agreement for the period beginning January 31, 2024 and ending September 30th, 2024, bringing the total not to exceed contract amount from \$77,773.00 to \$149,973.00.

On September 9, 2024 HANH authorized Change Order Number Three (3) for extension of time, extending the term of the agreement for the period beginning September 30, 2024 and ending December 31, 2024.

On November 19, 2024, the Board adopted Resolution Number # 11-86/24-R 01-05/23-S Resolution Authorizing Change Order Number Four (4) to the contract with Northeast Generator Company for an additional amount \$45,000.00 for the rental of emergency back-up generator services and the extension of the term of the agreement for the period beginning December 31, 2024 and ending March 31, 2025 bringing the total not to exceed contract amount from \$149,973.00 to \$194,973.00.

On March 18, 2025, HANH authorized a no cost time extension to the contract with Northeast Generator of CT, Inc which was set to expire on March 31, 2025. The extension of time was effective March 31, 2025 through July 31, 2025.

HANH is now seeking authorization of Change Order Number Five (5) to the contract with Northeast Generator Company increasing the total not to exceed contract amount by \$49,000.00, and bringing the total not to exceed contract amount from \$194,973.00 to \$243,973.00, and extending the term of the agreement from July 31, 2025 to December 31, 2025.

In accordance with resolution 10-129/18-R for the Revised Procurement Policy, adopted by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which results in a total contract greater than \$150,000.00 must be authorized by the Board of Commissioners prior to execution.

FISCAL IMPACT: \$49,000.00 Operating funds budgeted FY 2025

STAFF: Lee Purvis, Central Operations Manager

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven

Resolution # 06-48/25-R

RESOLUTION AUTHORIZING CHANGE ORDER NUMBER FIVE (5) TO THE CONTRACT WITH NORTHEAST GENERATOR COMPANY INCREASING THE TOTAL NOT TO EXCEED CONTRACT AMOUNT BY \$49,000.00, AND BRINGING THE TOTAL NOT TO EXCEED CONTRACT AMOUNT FROM \$194,973.00 TO \$243,973.00, AND EXTENDING THE TERM OF THE AGREEMENT FROM JULY 31, 2025 TO DECEMBER 31, 2025.

WHEREAS, Pursuant to an agreement between HANH and Northeast Generator Company, HANH retained Northeast Generator Company to provide rental of emergency back-up generator services; and

WHEREAS, on August 1, 2023 HANH authorized PO-22426-13820 Change Order Number One (1) for extension of time beginning August 20, 2023 to January 31, 2024; and

WHEREAS, on January 11, 2024 HANH authorized Change Order Number Two (2) to the contract with Northeast Generator Company for an additional amount of \$72,200.00 for the rental of emergency back-up generator services and extending the term of the agreement for the period beginning January 31, 2024 and ending September 30th, 2024, bringing the total not to exceed contract amount from \$77,773.00 to \$149,973.00; and

WHEREAS, on September 9, 2024 HANH authorized Change Order Number Three (3) for extension of time, extending the term of the agreement for the period beginning September 30, 2024 and ending December 31, 2024; and

WHEREAS, on November 19, 2024, the Board adopted Resolution Number # 11-86/24-R 01-05/23-S Resolution Authorizing Change Order Number Four (4) to the contract with Northeast Generator Company for an additional amount \$45,000.00 for the rental of emergency back-up generator services and the extension of the term of the agreement for the period beginning December 31, 2024 and ending March 31, 2025 bringing the total not to exceed contract amount from \$149,973.00 to \$194,973.00; and

WHEREAS, on March 18, 2025, HANH authorized a no cost time extension to the contract with Northeast Generator of CT, Inc which was set to expire on March 31, 2025. The extension of time was effective March 31, 2025 through July 31, 2025; and

WHEREAS, HANH is now seeking authorization of Change Order Number Five (5) to the contract with Northeast Generator Company increasing the total not to exceed contract amount by \$49,000.00, and bringing the total not to exceed contract amount from \$194,973.00 to \$243,973.00, and extending the term of the agreement from July 31, 2025 to December 31, 2025; and

WHEREAS, In accordance with resolution 10-129/18-R for the Revised Procurement Policy, adopted by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which results in a total contract greater than \$150,000.00 must be authorized by the Board of Commissioners prior to execution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

1. Change Order Number Five (5) to the contract with Northeast Generator Company increasing the total not to exceed contract amount by \$49,000.00, and bringing the total not to exceed contract amount from \$194,973.00 to \$243,973.00, and extending the term of the agreement from July 31, 2025 to December 31, 2025, including the expenditure of such amounts, be and hereby is authorized and directed; and
2. The Interim President be and hereby is authorized, empowered and directed to execute and deliver such documents and instruments, and to take any and all such action ancillary, related and or/necessary action to fulfill the foregoing purposes and the purposes of this Resolution; and
3. This Resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on June 17, 2025.

Shenae Draughn
Secretary/President

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

Northeast Generator

Date: 06-03-25

Vendor: Northeast Generator

Intital Contract Term: 08/1/23 to 07/31/25

Original Contract amount:		\$72,200.00
Change Order #1	No cost time extension until Jamuary 31, 2024	
Change Order #2		\$77,773.00
Change Order #3	No cost time extension until December 31, 2024	
Change Order #4	Time extension until March 31, 2024 and additional mon	\$45,000.00
Change Order #5	Time extension until March 31, 2024 and additional mon	\$49,000.00
Total Contract Value:		243,973.00

MEMORANDUM

TO: Board of Commissioners

DATE: June 17, 2025

FROM: Shenae Draughn, President

RE: Resolution Authorizing Change Order Number Six (6) to the contract with Holly Bryk State of Connecticut Marshall to provide marshall services increasing the total not to exceed contract amount by \$70,000.00, and bringing the total not to exceed contract amount from 149,400.00 to 219,400.00, and extending the term of the agreement from July 31, 2025 to February 28, 2026.

ACTION: Recommend that the Board of Commissioners adopt Resolution # **06-49/25-R**

TIMING: Immediately

DISCUSSION: The Housing Authority of the City of New Haven (HANH) has determined a need for a contractor to provide marshall services agency wide.

HANH conducted a competitive procurement to identify a contractor to provide marshall services. On June 16, 2023, HANH issued an Invitation to Bid # OP-23-C-813. Responses were due on July 16, 2023. HANH received One (1) response in the amount of \$118,400.00 annually.

Upon completion of the review and evaluation of proposals, it was determined that Holly Bryk State Marshall had submitted the most responsive bid. Award of the contract for marshall services agency wide is recommended for a not to exceed amount of \$118,400.00.

On July 16, 2024 HANH authorized authorized Change Order Number One (1) by PO-22897-14020 for extension of time beginning August 29, 2024 to September 30, 2024.

On August 20, 2024 HANH authorized authorized Change Order Number Two (2) by PO-22897-14020 for extension of time beginning September 30, 2024 to November 30, 2024.

On December 17, 2024 HANH authorized authorized Change Order Number Three (3) by PO-22897-14020 for extension of time beginning December 1, 2024 to February 28, 2025.

On February 18, 2025 HANH authorized authorized Change Order Number Four (4) by PO-22897-14020 for extension of time beginning March 1, 2025 to July 31, 2025.

On April 2, 2025 HANH authorized Change Order Number Five (5) by PO-23436-14020 to the contract with Holly Bryk State of Connecticut Marshall for an additional amount of \$31,000.00 for marshall services bringing the total not to exceed contract amount from \$118,400.00 to \$149,400.00.

HANH is now seeking authorization of Change Order Number Six (6) to the contract with Holly Bryk State of Connecticut Marshall to provide marshall services increasing the total not to exceed contract amount by \$70,000.00, and bringing the total not to exceed contract amount from 149,400.00 to 219,400.00, and extending the term of the agreement from July 31, 2025 to February 28, 2026.

In accordance with resolution 10-129/18-R for the Revised Procurement Policy, adopted by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which results in a total contract greater than \$150,000.00 must be authorized by the Board of Commissioners prior to execution. HANH is now seeking authorization of Change Order Number Six (6) to the contract with Holly Bryk State of Connecticut Marshall to provide marshall services increasing the total not to exceed contract amount by \$70,000.00, and bringing the total not to exceed contract amount from 149,400.00 to 219,400.00, and extending the term of the agreement from July 31, 2025 to February 28, 2026.

FISCAL IMPACT: \$70,000.00 Operating funds budgeted FY 2025-2026

STAFF: Lee Purvis, Central Operations Manager

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven

Resolution # 06-49/25-R

Resolution Authorizing Change Order Number Six (6) to the contract with Holly Bryk State of Connecticut Marshall to provide marshall services increasing the total not to exceed contract amount by \$70,000.00, and bringing the total not to exceed contract amount from 149,400.00 to 219,400.00, and extending the term of the agreement from July 31, 2025 to February 26, 2026.

WHEREAS, the Housing Authority of the City of New Haven (HANH) has determined a need for a contractor to provide marshall services agency wide; and

WHEREAS, HANH conducted a competitive procurement to identify a contractor to provide marshall services. On June 16, 2023, HANH issued an Invitation to Bid # OP-23-C-813. Responses were due on July 16, 2023. HANH received One (1) response in the amount of \$118,400.00 annually; and

WHEREAS, upon completion of the review and evaluation of proposals, it was determined that Holly Bryk State Marshall had submitted the most responsive bid. Award of the contract for marshall services agency wide is recommended for a not to exceed amount of \$118,400.00; and

WHEREAS, on July 16, 2024 HANH authorized authorized Change Order Number One (1) by PO-22897-14020 for extension of time beginning August 29, 2024 to September 30, 2024; and

WHEREAS, on August 20, 2024 HANH authorized authorized Change Order Number Two (2) by PO-22897-14020 for extension of time beginning September 30, 2024 to November 30, 2024; and

WHEREAS, on December 17, 2024 HANH authorized authorized Change Order Number Three (3) by PO-22897-14020 for extension of time beginning December 1, 2024 to February 28, 2025; and

WHEREAS, on December 17, 2024 HANH authorized authorized Change Order Number Three (3)r by PO-22897-14020 for extension of time beginning December 1, 2024 to February 28, 2025; and

WHEREAS, on February 18, 2025 HANH authorized authorized Change Order Number Four (4) by PO-22897-14020 for extension of time beginning March 1, 2025 to July 31, 2025; and

WHEREAS, on April 2, 2025 HANH authorized Change Order Number Five (5) by PO-23436-14020 to the contract with Holly Bryk State of Connecticut Marshall for an additional amount of \$31,000.00 for marshall services bringing the total not to exceed contract amount from \$118,400.00 to \$149,400.00; and

WHEREAS, HANH is now seeking authorization of Change Order Number Six (6) to the contract with Holly Bryk State of Connecticut Marshall to provide marshall services increasing the total not to exceed contract amount by \$70,000.00, and bringing the total not to exceed contract amount from 149,400.00 to 219,400.00, and extending the term of the agreement from July 31, 2025 to February 28, 2026; and

In accordance with resolution 10-129/18-R for the Revised Procurement Policy, adopted by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which results in a total contract greater than \$150,000.00 must be authorized by the Board of Commissioners prior to execution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

1. Change Order Number Six (6) to the contract with Holly Bryk State of Connecticut Marshall to provide marshall services increasing the total not to exceed contract amount by \$70,000.00, and bringing the total not to exceed contract amount from 149,400.00 to 219,400.00, and extending the term of the agreement from July 31, 2025 to February 28, 2026, including the expenditure of such amounts, be and hereby is authorized and directed; and
2. The Interim President be and hereby is authorized, empowered and directed to take any and all such action ancillary, related and or/necessary action to fulfill the foregoing purposes and the purposes of this resolution; and
3. This Resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on June 17, 2025.

Shenae Draughn
Secretary/Interim President

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

Holly Bryk State Marshall

Date: 06-03-25

Vendor: Marshall Services

Intital Contract Term: 08/1/23 to 02-28-26

Original Contract amount:		\$118,400.00
Change Order #1	No cost time extension July 16, 2024	
Change Order #2	No cost time extension August 20, 2024	
Change Order #3	No cost time extension December 17, 2024	
Change Order #4	No cost time extension until February 28, 2024	
Change Order #5	To add additional money to the contract	\$31,000.00
Change Order #6	To add additional money to the contract	\$70,000.00
Total Contract Value:		219,400.00